
COLLECTIVE AGREEMENT

between

KOOTENAY SAVINGS CREDIT UNION

and

**UNITED STEELWORKERS
Locals 9705 & 1- 405**

January 1 2020 – December 31 2022

January 1, 2020 to December 31, 2022

INDEX

ARTICLE 1	PURPOSE	1
	1.1 Purpose of Agreement	1
	1.2 Protection of Human Rights	1
ARTICLE 2	UNION SECURITY & RECOGNITION	1
	2.1 Bargaining Unit	1
	2.2 Excluded Positions	1
	2.3 Union Membership.....	2
	2.4 Union Dues, Fees & Assessments	
	a) Employer Remittance.....	2
	b) Statement of Monthly Deductions	2
	c) Liability	2
	d) Humanity Fund	3
	e) Development Fund.....	3
	f) T4 Forms	3
	g) Education Fund	3
ARTICLE 3	UNION REPRESENTATION.....	3
	3.1 Recognition of Office Stewards	3
	3.2 Rights of Office Stewards	3
	3.3 Union Grievance Chairperson and Unit Chairperson.....	3
	3.4 Employee Names & Addresses	4
	3.5 Union Representative to Meet with New Employees	4
	3.6 Steward/Management Meetings	4
	3.7 Joint Labour Management Committee Meetings	
	a) Purpose	4
	b) Composition	4
	c) Meeting Frequency.....	4
	d) Authority	4
	e) Paid Leave	4
	f) Notice Period.....	4
ARTICLE 4	RIGHTS OF THE EMPLOYER	5
	4.1 Management Rights.....	5
	4.2 Bargaining Unit Work	5

ARTICLE 5 DEFINITION OF EMPLOYEES5

5.1 Probationary Employees

- a) Full-time.....5
- b) Part-time & Casual.....5
- c) Probationary Seniority Credits.....5
- d) Discharge of Probationary Employees.....6
- e) Probationary Restriction6

5.2 Full-time Regular Employees.....6

5.3 Part-time Regular Employees.....6

5.4 Casual Employees6

- a) Seniority7
- b) Casual List7
- c) Status Change.....7

5.5 Student Education.....7

ARTICLE 6 HOURS OF WORK & OVERTIME.....7

6.1 Work Week

- a) Hours per Week7
- b) Days per Week.....7
- c) Hours per Day7
- d) Minimum Hours per Shift.....8
- e) Work Schedule Changes8

6.2 Travel Time

- a) Travel Outside of Work Hours8
- b) Travel During Work Hours8

6.3 Lunch Breaks.....8

6.4 Rest Periods.....8

- a) Full-time Regular Employees8
- b) Part-time & Casual Employees8

6.5 Information Technology Work Schedules & Premiums

- a) Shift Schedule9
- b) Changes to Shift Schedule9
- c) Shift Premium9
- d) Sunday Premium.....9
- e) Statutory Holiday Rate.....9
- f) Regular Overtime.....9
- g) Unscheduled Overtime.....9
- h) Unscheduled Overtime - Statutory Holiday.....9

6.6 Overtime Premiums

- a) Regular Overtime.....9
- b) Overtime - Normal Day Off.....9
- c) Call Outs9
- d) ATM Call Outs9
- e) Overtime for Member Service Representative Balancing.....10
- f) Authorization of Overtime...10

6.7 Overtime Meal.....	10
6.8 Declining Overtime	10
6.9 Time Off in Lieu of Overtime	10
6.10 Scheduling Part-time Employees	
a) Notification	10
b) Availability for Work in Other Branches.....	10
c) Rescheduling.....	10
d) Extra Hours	10
e) Preference	10
f) Right to Work Part-time.....	10

ARTICLE 7 STATUTORY HOLIDAYS.....11

7.1 Paid Holidays	
a) List of Holidays.....	11
b) Time Off in Lieu of Holiday	11
c) Floating Holidays.....	11
d) Holidays During Annual Vacation.....	11
e) Statutory Pay Calculation	11

ARTICLE 8 ANNUAL VACATIONS.....12

8.1 Vacation Entitlement - Full-time Employees	
a) First Year of Employment	12
b) Eligibility Period.....	12
c) Increments.....	12
8.2 Vacation Pay on Termination.....	12
8.3 Absences Not Affecting Vacation with Pay Entitlement	
a) Workers' Compensation / Illness	12
b) Leave without Pay.....	13
c) Pregnancy Leave	13
8.4 Vacation Entitlement - Part-time / Casual Employees.....	13
8.5 Vacation Scheduling	
a) Mutual Arrangements	13
b) Scheduling Vacations.....	13
c) Vacation Scheduling Deadline.....	13
d) Individual Vacation Days	13
e) Rescheduling Vacation	14
f) Banking Vacation Entitlement.....	14
g) Management Approval.....	14
h) Retaining Approved Vacation when Changing Locations.....	14
8.6 Rescheduling Vacation due to Sickness or Accident	
a) Prior to Commencing Vacation	14
b) During Vacation.....	14

8.7	Supplementary Vacation	
a)	Entitlement.....	14
b)	Pay Rate	15
c)	Scheduling Arrangements.....	15
d)	Time & Scheduling Restrictions.....	15

ARTICLE 9 LEAVES OF ABSENCE.....15

9.1	Union Business	
a)	Notice & Time Requirements	15
b)	Leave Restriction	15
c)	Reimbursement for Unpaid Leave	15
d)	Union Position	15
9.2	International Union Leave.....	16
9.3	Bereavement Leave	
a)	Immediate Family - Full-time Employees	16
b)	Immediate Family - Part-time Employees	16
c)	Extended Family - Full-time & Part-time Employees	16
9.4	Jury Duty	16
9.5	Pregnancy Leave	
a)	Entitlement.....	16
b)	Extension of Entitlement.....	17
c)	Return to Work Restriction.....	17
d)	Notice Requirements.....	17
e)	Early Leave for Medical Reasons	17
f)	Notice of Return to Work	17
g)	Benefits Unaffected by Pregnancy Leave.....	17
9.6	Parental Leave	
a)	Standard Parental Entitlement.....	18
b)	Extended Parental Leave.....	18
c)	Notice Requirements.....	18
d)	Benefits Unaffected by Parental Leave.....	18
9.7	Medical & Dental Leave	19
9.8	Special Leave without Pay	
a)	Annual Entitlement	19
b)	Medical Emergency & Required Treatment	19
9.9	Family Responsibility Leave.....	19
9.10	Domestic or Sexual Violence	20

ARTICLE 10 BENEFIT PLANS & SICK LEAVE20

10.1	Benefit Plans	
a)	Eligibility Period.....	20
b)	List of Benefit Plans.....	20
c)	Payment of Weekly Indemnity & Long-term Disability Premiums.....	21

January 1, 2020 to December 31, 2022

d) Health Care Spending Account.....	21
10.2 Sick Leave	
a) Full-time Employees.....	21
b) Part-time and Casual Employees.....	21
c) Qualifying Absences.....	21
d) Continuation of Benefits.....	21
e) Short Term Disability Top Up.....	21
10.3 Pension Plan.....	21
a) Employees Hired on or Before March 21, 2011.....	21
b) Employees Hired after March 21, 2011.....	21
c) Eligibility.....	22
10.4 Retiree Health & Welfare Benefits.....	22
10.5 Doctor's Note for Sickness.....	22

ARTICLE 11 SALARY POLICY22

11.1 Salaries	
a) Salary Schedule.....	22
b) Pay Frequency.....	22
c) Salary Adjustments.....	22
11.2 Job Classification & Job Duties.....	22
11.3 Salary Increases	
a) For Promotion.....	23
b) For Service in Temporary Positions.....	23
c) For Moving from a Higher Grade to a Lower Grade.....	23
d) Step Increases.....	23
11.4 Substitution Pay	
a) Cross-trained Employees.....	23
b) Non-cross-trained Employees.....	23
11.5 In-charge Premium.....	23
11.6 Salary Adjustment - Part-time to Full-time.....	24
11.7 Recalls & Demotions	
a) Recall to Lower Position.....	24
b) Voluntary Demotion.....	24
11.8 Technological Change.....	24
11.9 Rate Protection.....	24

ARTICLE 12 JOB POSTING24

12.1 Posting Process	
a) Posting Vacancies.....	24
b) Posting Process.....	25
c) Filling Posted Vacancies.....	26
d) Temporary Vacancies.....	26

12.2 Selection Process	
a) Selection Preference.....	27
b) Application Form.....	27
c) Written Notification of Selection.....	27
d) Provision of Selection Information to Union	27
12.3 Selection Criteria.....	27
12.4 Familiarization Period	28
12.5 Transfer Outside of Bargaining Unit.....	28
ARTICLE 13 LAYOFF & RECALL.....	28
13.1 Bumping Process	28
13.2 Notice	29
13.3 Recall Rights	
a) Duration of Recall Rights	29
b) Rights on Return to Work	29
c) Notification of Recall.....	29
ARTICLE 14 SENIORITY.....	29
14.1 Definition.....	29
14.2 Assignments Outside of Bargaining Unit.....	30
14.3 Seniority Rights During Layoff	
a) Full-time Employees	30
b) Part-time / Casual Employees	30
14.4 Seniority Rights During Leaves of Absence	30
14.5 Loss of Seniority Rights	31
14.6 Seniority Rights - Part-time / Casual Employees	
a) Separate List.....	31
b) Accrual Procedure.....	31
c) No Displacing Full-time Employees.....	31
d) Part-time or Casual to Full-time Status.....	31
e) Full-time Status to Part-time or Casual Status.....	31
14.7 Provision of Seniority Lists	31
ARTICLE 15 GENERAL PROVISIONS	31
15.1 Bulletin Board	31
15.2 No Strikes or Lockouts.....	32
15.3 Disciplinary Action	32
15.4 Picket Lines	32
15.5 Training	
a) Orientation to New Equipment & Systems.....	32
b) External Education.....	32
c) New Employee Orientation.....	32

15.6 Cross-training	
a) Cross-training Schedules	33
b) Selection & Eligibility of Cross-training Candidates	33
c) Duration of Cross-training	33
d) Cross-training Assessment.....	33
e) Cross-training Premium	33
15.7 Safety & Health	33
a) Conditions	33
b) Safety & Health Committee.....	33
15.8 Staff Meetings & Training Schedules	34
15.9 Active Credit Union Membership	34
15.10 Employee Banking Benefits	34
15.11 Entitlement Tracking	34
15.12 Multi-Branch Positions	34
15.13 Notification to the Union	34
ARTICLE 16 DISCHARGE, TERMINATION & SUSPENSION.....	35
16.1 Employer Rights.....	35
16.2 Employee Rights	35
16.3 Employee Notice of Termination	35
16.4 Letters of Discipline	35
ARTICLE 17 TECHNOLOGICAL CHANGE & SEVERANCE PAY	35
17.1 Technological Change	
a) Notice to Union.....	35
b) Employee Rights when Positions Become Redundant	35
17.2 Severance Pay	
a) Pay & Notice.....	35
b) Maximum Entitlements.....	36
c) Entitlements for Employees on Layoff	36
d) Severance Pay in Case of Future Mergers & Acquisitions.....	36
ARTICLE 18 GRIEVANCE PROCEDURES	36
18.1 Definition.....	36
18.2 Settlement Process	
a) Grievance	36
b) Dispute	36
c) Steps to Resolution	36
18.3 Policy Grievance	37
18.4 Abandonment	37
18.5 Extension of Time Limits.....	37

ARTICLE 19	ARBITRATION	37
	19.1 Arbitration Process	37
ARTICLE 20	DURATION	38

APPENDICES

TRAVEL TIME SCHEDULE "A"
PROCEDURES FOR MEMBER SERVICE REPRESENTATIVE BALANCING "B"
POSITION DISTRIBUTION & JOB GRADES "C"
SALARY SCALES "C"

LETTERS OF UNDERSTANDING

EARNED DAY OFF #1
JOB SHARING #2
FLEXIBLE HOURS OF WORK #3
CONTRACTING OUT #4
KIMBERLEY BRANCH VACATION SCHEDULING #5
EMPLOYEE FILES #6
IT DEPARTMENT ON CALL PREMIUM #7
TERM EMPLOYEES #8
RETIREMENT ALLOWANCE #9
AMENDMENTS TO EXTENDED HEALTH BENEFITS #10
ARTICLE 10.3 PENSION PLAN #11
FUTURE AMENDMENTS TO DEFINED BENEFIT PENSION PLAN #12
SCHEDULING OF MULTI-BRANCH PT MEMBER SERVICE
REPRESENTATIVE ROLES #13
FINANCIAL SERVICE ADVISOR (FSA) PENSION ADJUSTMENTS #14
MEMBER SERVICE CENTRE REMOTE AGENTS #15

ARTICLE 1 - PURPOSE

- 1.1 **Purpose of Agreement.** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.2 **Protection of Human Rights.** Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, gender identity or expression, family status, sexual orientation and unrelated criminal or summary conviction, or by reason of membership or activity in the Union. The Union and Employer are committed to providing a healthy environment for all employees, free from harassment and violence and will make every reasonable effort to ensure that no employee is subjected to harassment or violence in the workplace.

ARTICLE 2 - UNION SECURITY & RECOGNITION

- 2.1 **Bargaining Unit.** This Agreement shall apply to all employees in the bargaining units for which the Union is certified under the Labour Code of British Columbia and shall be binding on the Employer and the Union and their respective successors and assigns. KSCU recognizes the Union as the sole collective bargaining agency of the employees as set out in the Labour Relations Board Certification.
- 2.2 **Excluded Positions.** The following positions shall be excluded from the bargaining unit:

CROSSROADS BRANCH, 605 20th Street, Castlegar, B.C.

Those excluded by the Code

CENTRALIZED ATM & CASH SERVICES, 1016 Fourth Street, Castlegar, B.C.

Those excluded by the Code

FRUITVALE BRANCH, 65 East Main Street, Fruitvale, B.C.

Those excluded by the Code

SOUTH SLOCAN BRANCH, 2804 Highway 3A, South Slocan, B.C.

Those excluded by the Code

SALMO BRANCH, 619 Highway 6, PO Box 242, Salmo, B.C.

Those excluded by the Code

KASLO BRANCH, 437 Front Street, PO Box 478, Kaslo, B.C.

Those excluded by the Code

KIMBERLEY BRANCH, 200 Wallinger Avenue, Kimberley, B.C.

Those excluded by the Code

TRAIL BRANCH, 1199 Cedar Avenue, Trail, B.C.

Those excluded by the Code

CENTRALIZED SERVICES, 106 – 1101 Dewdney Avenue, Trail, B.C.

Those excluded by the Code

2.3 **Union Membership.** The Employer agrees that all full-time regular, part-time regular and casual employees covered under this Agreement, as a condition of employment shall, within thirty (30) days from the effective date of hire, become and remain members of the Union. Union members may wear a Union lapel pin.

2.4 **Union Dues, Fees & Assessments.** The Employer shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

a) **Employer Remittance.**

- i) **Local 9705.** The dues for Local 9705 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one (1) week after the end of the month payable to:

United Steelworkers, Local 9705
#2 910 Portland Street
Trail BC V1R 3X7

- ii) **Local 1 - 405.** The dues for Local 1 - 405 union members so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, once monthly, payable to:

United Steelworkers
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

- b) **Statement of Monthly Deductions.** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union. A copy of the monthly remittance statement shall be sent to the Area Staff Representative.
- c) **Liability.** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.

d) **Humanity Fund.**

i) **Deduction Amount.** The Employer shall deduct one cent (\$.01) per hour on a monthly basis on behalf of all employees in the bargaining unit for all hours worked to a maximum of thirty-six (36) straight time hours per week and forward to the local Union office.

ii) **Payment Frequency.** This shall be deducted from each bargaining unit member's pay cheque and submitted quarterly.

e) **Development Fund.** The Employer will deduct .25% from each Local 9705 employee's monthly salary and forward to the local Union office following the end of each month.

f) **T4 Forms.** The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

g) **Education Fund.** The Employer will contribute to the Union's Education Fund, on the basis of two and one half cents (\$0.025) per monthly payroll hour, per employee effective January 1, 2011. Such contributions will be made monthly by separate cheque and statement.

ARTICLE 3 - UNION REPRESENTATION

3.1 **Recognition of Office Stewards.** The Employer shall recognize regular full-time and regular part-time employees elected or appointed by the Union to act as Office Stewards. These employees must have completed their probationary period of employment. The Union shall inform the Employer, in writing, of the names of the Office Stewards and their alternates, to a maximum of one (1) steward and one (1) alternate per branch or department. It is also agreed to add another Steward in a department or branch when the number of employees in that department or branch reaches 20 employees.

3.2 **Rights of Office Stewards.** The Office Stewards will investigate and process grievances or confer with the Representatives of the Union during their breaks unless circumstances do not allow. In the event circumstances do not allow, the Office Stewards will investigate and process grievances or confer with the Representatives of the Union during regular working hours, without loss of pay. The Stewards will obtain permission from Management before leaving their work area for such purposes, and such permission will not be unreasonably denied.

3.3 **Union Grievance Chairperson and Unit Chairperson.** It is recognized that the Union's Grievance and/or Unit Chairpersons are required, from time to time, to attend to problems arising in their capacity. It is also recognized that the Union Grievance and Unit Chairpersons have a responsibility to the Employer. It is agreed that the Union Grievance and/or Unit Chairpersons will be permitted to attend to these problems during working hours with no loss in pay. If such problems require the Union's Grievance and/or Unit Chairpersons to leave the branch or department, permission must first be obtained from the manager(s) concerned. Such permission will not be unreasonably denied. It is understood that these disruptions will be held to a minimum. The Union will encourage, where possible, that issues be dealt with at the branch or department level between the manager and shop steward.

3.4 **Employee Names & Addresses.** The Employer will provide semi-annually the names and addresses of all bargaining unit employees to the Union.

3.5 **Union Representative to Meet With New Employees.**

- a) Where new employees are attending a new employee orientation session in Trail or Kimberley, then the Employer will coordinate with the Union Representative suitable arrangements for a Trail or Kimberley Union representative to meet the new employees for a period not to exceed one (1) hour.
- b) The Employer will arrange anti-harassment presentations to ensure that each employee attends at least one session every three years. These presentations will be conducted jointly by representatives of the Employer and the Union.

3.6 **Steward/Management Meetings.** Twice per year at a time mutually agreed upon, a joint steward/management meeting will be held. Should the Employer choose not to participate in these meetings, the Union will be permitted two (2) hours for union business each time. Such meetings shall be arranged pursuant to Article 9.1 and lost time will be paid by the Employer. If the Employer calls the meeting, the Union will be permitted two (2) hours for union business, with all lost time and travel expenses paid by the Employer.

3.7 **Joint Labour Management Committee Meetings.**

- a) **Purpose.** Joint Labour Management Committee Meetings will serve to provide a regular opportunity for both parties to raise, discuss issues that arise from time to time in the workplace.
- b) **Composition.** The Committee will be composed of four members – two representing Kootenay Savings and two representing the United Steelworkers.
- c) **Meeting Frequency.** The Committee will meet approximately every two months, or as required.
- d) **Authority.** The Committee shall act as a recommending body only. All recommendations will be by consensus only, and recommendations reached in this forum will be made on a without prejudice and without precedent basis in order to promote maximum opportunity to resolve any disputes that arise. This forum is not to be used to resolve grievance matters already in progress through Article 18 of the collective agreement.
- e) **Paid Leave.** It is agreed that employees will be permitted to attend these meetings with no loss in pay.
- f) **Notice Period.** Either the Employer or the Union, upon 30 days' written notice, may change meeting frequency and composition of this Committee.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

4.1 **Management Rights.** The Union recognizes the right of the Employer to operate the business and direct the work force subject to the provisions of this Agreement and the right of the Union or employees to grieve, as provided in Articles 18 and 19. Nothing herein contained shall limit the statutory powers and duties of the Directors of the Employer under the **Credit Union Act**, Section 61, Subsection 1, or successive legislation, which provides:

"Subject to this Act, the regulations and rules, the Directors shall manage or supervise the management of the Credit Union and may exercise all the powers of the Credit Union".

Actual direction of the office staff will be under the authority delegated by the Board of Directors to the President & Chief Executive Officer, who in turn, may delegate any portion of these duties and authority to others in executive capacity.

The parties agree that all rights and privileges not specifically limited by the provisions of this Agreement remain the rights of the Employer.

4.2 **Bargaining Unit Work.** Those employees excluded from the bargaining unit shall not perform bargaining unit work which would result in an excluded bargaining unit person replacing a bargaining unit job.

Those employees excluded from the bargaining unit shall not perform bargaining unit work to such an extent and on a continuing basis which would otherwise be sufficient to continuously employ a regular bargaining unit employee.

Where an exempt person performs a majority of the job functions of an absent bargaining unit employee and where the absence has been for a period of one (1) or more days on the service representative line and three (3) or more days in other jobs, then the Employer will make alternative arrangements to reduce the amount of work performed by the exempt person.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 **Probationary Employees.**

- a) **Full-time.** All full-time employees shall be considered probationary for the first three (3) months of employment.
- b) **Part-time & Casual.** All part-time and casual employees shall be considered probationary for the first 432 hours worked.
- c) **Probationary Seniority Credits.** All probationary seniority credits earned by an employee as a part-time or casual employee are transferable when the employee becomes full-time.

- d) **Discharge of Probationary Employees.** A probationary employee may be discharged at the Employer's discretion without recourse to the grievance procedure. Such employees shall have the right to grieve in respect of any matter other than his/her discharge.
- e) **Probationary Restriction.** The Union and the Employer agree that probationary employees will be employed on a full-time basis during an initial training period of four weeks (144 hours).

A probationary employee will be assigned to a training branch during the full-time training period.

Probationary employees shall not displace any other part-time employee and shall be employed as additional complement to the staffing requirements of the training branch.

It is agreed that probationary employees shall be entitled to bid on permanent or temporary job postings.

5.2 **Full-time Regular Employees.** All employees hired to work on a regular full-time basis, who have completed the probation period as set out in Article 5.1 above.

5.3 **Part-time Regular Employees.** All employees other than full-time who work scheduled hours and who have completed their probation period. Part-time employees will be advised of their status when hired.

Part-time employees are entitled to the following benefits based on eligibility as outlined in this Agreement:

- a) 8.4 – Annual Vacation
- b) 9.3 (b) (c) – Bereavement Leave
- c) 9.4 – Jury Duty
- d) 9.5 – Pregnancy Leave
- e) 9.6 – Parental Leave
- f) 9.8 – Special Leave
- g) 10.1 – Benefit Plan

Once part-time employees have worked 1872 hours in a two-year period, they will become eligible for the following benefits, pro-rated based on the date of eligibility:

- h) 7.1 (c) – Floating Holidays
- i) 9.7 Medical & Dental Leave
- j) 9.9 – Family Responsibility Leave
- k) 10.2 (b) – Sick Leave
- l) 10.3 – Pension Plan

5.4 **Casual Employees.** All employees who work on an on-call basis for short periods of time for the purpose of vacation, short-term illness or emergency relief. It is recognized that coverage for vacation and short term illness may be scheduled. An emergency is defined as a situation which is beyond the control of the employer - a short-term circumstance which is not possible to predict. These employees shall receive, in addition to the rate of pay, eight percent (8%) of that

rate in lieu of benefits, except those outlined below. Casual employees will be advised of their status when hired.

- a) **Seniority.** Casual employees will be called in equitably for their first 432 hours of work. Once a casual employee has completed 432 hours, the principle of seniority shall be applied when calling them to work, provided they are able to do the job required. Casual employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Union and the Employer.
- b) **Casual List.** The Employer shall provide the Union with a list of employees who are casual. Any questions dealing with casual employee status will be dealt with by the Office Stewards and Management.
- c) **Status Change.** A casual employee reaching part-time regular or full-time regular status will have rights under this Agreement based on the date he/she reaches regular status.

Casual employees are entitled to the following benefits based on eligibility as outlined in this Agreement:

- a) 8.4 – Annual Vacation
- b) 9.5 – Pregnancy Leave
- c) 9.6 – Parental Leave

Once casual employees have worked 1872 hours in a two-year period, they will become eligible for and will maintain the following benefits, pro-rated based on the date of eligibility:

- d) 7.1 (c) – Floating Holidays
- e) 9.9 – Family Responsibility Leave
- f) 10.2 (b) – Sick Leave

5.5 **Student Education.** The Union recognizes the right of the Employer to assist in the education of non-paid students. Such students will not be a part of the bargaining unit or perform bargaining unit work. All other students will be paid in accordance with the Collective Agreement and will pay union dues. No students shall accrue seniority or displace any current employee.

ARTICLE 6 - HOURS OF WORK & OVERTIME

6.1 Work Week.

- a) **Hours per Week.** The work week shall be thirty-six (36) hours.
- b) **Days per Week.** The work week shall be five (5) consecutive work days during the period of Monday to Saturday inclusive.
- c) **Hours per Day.** A work day shall be a maximum of eight and one-half (8½) hours between the hours of 7:30 am and 5:30 pm.

- d) **Minimum Hours per Shift.** Four (4) hour shifts will be the minimum shift duration permitted in any one (1) day.
- e) **Work Schedule Changes.** It is agreed that the determination of the starting time of daily and weekly work schedules shall be made by the Employer and such schedules may be changed by the Employer from time to time to suit varying conditions of business. In the event of a change in existing hours or shifts, the Employer agrees to give at least fourteen (14) days' notice of any change and during that 14-day period, agrees to discuss any changes with the employee(s) or Union.

6.2 Travel Time.

- a) **Travel Outside of Work Hours.** Time required to travel prior to or after an employee's normal work hours for the purpose of attending training sessions or meeting at a location outside the employee's region will be reimbursed at straight time rates in accordance with Appendix "A" - Travel Time Schedule.
- b) **Travel During Work Hours.** Travel time during an employee's normal work hours is not reimbursed, and should travel occur during normal work hours, the appropriate reimbursement stipulated in Appendix "A" will be reduced accordingly.

6.3 **Lunch Breaks.** A one (1)-hour lunch period will be scheduled for each employee normally between the hours of 11:00am and 2:30pm. If an employee, for whatever reason, is continually scheduled for an unfavourable lunch period in his/her opinion, the Employer agrees to rotate lunch periods whenever possible within the constraints of the operation concerned.

6.4 Rest Periods.

- a) **Full-time Regular Employees.** Full-time regular employees shall have a reasonable opportunity for two (2) fifteen (15) -minute rest periods away from their workstation during the day. Employees who do not deal directly with the public will also be permitted to have coffee at their workstations, as long as the employees are not in proximity of the computer or exposed documents. However, it is recognized that if required, mutual arrangements may be made on a branch-to-branch basis.
- b) **Part-time & Casual Employees.** Part-time regular and casual employees will be entitled to the following rest periods during the day:
 - i) When up to five (5) hours are worked, one paid rest period of fifteen (15) minutes;
 - ii) When in excess of five (5) hours are worked, one paid rest period of thirty (30) minutes;

6.5 **Information Technology Work Schedules & Premiums.** It is agreed that the following outlines the work schedules and premiums for the Information Technology Representatives in the Corporate Office:

- a) **Shift Schedule.** Incumbents will be placed on a rotating shift schedule in the Information Technology Department. Schedules will be provided to the incumbents and the Union annually.
- b) **Changes to Shift Schedule.** Any proposed changes to the shift schedule will be discussed with the Union.
- c) **Shift Premium.** The employees will receive a monthly shift premium of \$80.00, which is equivalent to \$1.00/hour for the purposes of overtime.
- d) **Sunday Premium.** The employees will receive a monthly Sunday premium of \$18.00, which is equivalent to \$1.50/hour for the purposes of overtime.
- e) **Statutory Holiday Rate.** All work performed on a scheduled statutory holiday will be paid at one and one-half (1½) times with a minimum pay of four (4) hours.
- f) **Regular Overtime.** All work performed in excess of a work day or work period (on a rest day) will be paid at one and one-half (1½) times, unless the employee concerned has voluntarily traded a shift with another employee. Furthermore, any applicable shift differential and/or Sunday premium will be paid on overtime hours worked.
- g) **Unscheduled Overtime.** If an employee is called to work on an unscheduled late shift or Sunday shift, he/she will be paid at the appropriate shift and Sunday premium.
- h) **Unscheduled Overtime - Statutory Holiday.** If an employee is called to work on an unscheduled statutory holiday, he/she will be paid at two and one-half (2½) times the hourly rate.

6.6 Overtime Premiums.

- a) **Regular Overtime.** The Employer agrees to pay overtime at the rate of time and one-half for hours in excess of an employee's normal work day up to eleven (11) hours, and for hours in excess of an employee's normal work week up to forty-eight (48) hours. All overtime in excess of these hours will be paid at double time.
- b) **Overtime - Normal Day Off.** In situations where an employee is required to work on his/her normal day off, double time will be paid.
- c) **Call Outs.** An employee called back to work for any reason, including security, after having completed a regular day's work, or on a regularly scheduled day of rest, or from a vacation, shall be paid at the applicable overtime premium specified in this section for a minimum of two (2) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered time worked.
- d) **ATM Call Outs.** Any employee may volunteer to be on call. However, there will not be a premium to be on call and the employee is not obligated to be available. If the employee makes a call out, the ATM premium will be \$40.00.

- e) **Overtime for Member Service Representative Balancing.** Overtime for Member Service Representative balancing will be paid in accordance with Appendix "B" - Procedures for Member Service Representative Balancing.
 - f) **Authorization of Overtime.** Overtime work must be authorized by Management.
- 6.7 **Overtime Meal.** An employee who works overtime beyond a regular shift shall be allowed a suitable meal and one-half (½) hour paid meal period in which to eat the meal at his/her straight time hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.
- 6.8 **Declining Overtime.** Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime. However, it is recognized that as much as possible, overtime will be distributed fairly and equally amongst all employees.
- 6.9 **Time Off in Lieu of Overtime.** Employees who work overtime may elect to take time off to a maximum of 36 hours in lieu of overtime pay. Accumulated overtime will be taken within one (1) year of its incurrence and will be scheduled at a mutually agreeable time. Therefore, the employee may choose one of the following:
- a) to be paid all overtime hours at the appropriate rates, or
 - b) to take time off with pay, the length of time off being equal to the straight time equivalent to the overtime earnings.
- 6.10 **Scheduling Part-time Employees.**
- a) **Notification.** The scheduling of hours for part-time employees shall be posted at least one (1) week prior to the first day of each month.
 - b) **Availability for Work in Other Branches.** A part-time employee in any branch who has completed his/her probationary period may elect to inform Human Resources of his/her availability for additional part-time hours. Where the manager determines that additional part-time help is required, then the manager will contact Human Resources to schedule those part-time employees who have indicated their availability, on a seniority basis. It is agreed that transportation costs are not paid as a result of this Article.
 - c) **Rescheduling.** The Employer has the right to re-schedule part-time employees in cases of unforeseen circumstances.
 - d) **Extra Hours.** The principle of seniority shall be applied when assigning unscheduled hours to part-time employees.
 - e) **Preference.** Preference for extra work will be given to part-time employees over casuals.
 - f) **Right to Work Part-time.** If an employee bids or is hired into a part-time job, then he/she will maintain the right to work part-time. If a part-time employee refuses extra hours, he/she

will not be penalized and those hours will be offered to another part-time employee on a seniority basis. If there is not a part-time employee who accepts the job, then a casual employee will be offered the work on a seniority basis. If all part-time and casual employees able to do the job refuse the extra hours, then the Employer has the right to schedule said hours to the junior employee able to do the job.

ARTICLE 7 - STATUTORY HOLIDAYS

7.1 Paid Holidays.

- a) **List of Holidays.** The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

- | | | |
|------------------|--------------------|-------------------|
| • New Year's Day | • BC Family Day | • Good Friday |
| • Victoria Day | • Canada Day | • BC Day |
| • Labour Day | • Thanksgiving Day | • Remembrance Day |
| • Christmas Day | • Boxing Day | |

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Governments. Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

- b) **Time Off in Lieu of Holiday.** The day off in lieu of a holiday which falls on an employee's normal day off must be taken by December 31st of the year in which the holiday occurred. Seniority will govern when more than the allowable number of employees request the same day off work, giving due consideration to the requirements of efficient operation of the Credit Union.
- c) **Floating Holidays.**
- i) **Full-time Employees.** In addition to the holidays stipulated in Section 7.1(a) above, following completion of the probationary period stipulated in Article 5.1, an employee will be entitled to 21.6 hours (three (3) paid holidays) in each year of service, prorated for partial years of service. These shall be known as "floating" holidays and each shall be taken at a time mutually agreed between the Employer and the employee.
- ii) **Part-time and Casual Employees.** When a part-time regular or casual employee has worked 1872 hours in a two year period, then he/she shall be entitled to 14.4 hours (two (2) paid "floaters") at his/her rate of pay to be taken at a mutually agreeable time.
- d) **Holidays During Annual Vacation.** In the event any of the holidays in Article 7.1(a) occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.
- e) **Statutory Pay Calculation.** Part-time regular and casual employees shall receive four point two percent (4.2%) of their rate of pay as statutory holiday pay.

ARTICLE 8 - ANNUAL VACATIONS

8.1 **Vacation Entitlement - Full-time Employees.** The vacation year shall be January 1 to December 31. All full-time regular employees shall receive a paid vacation in accordance with the following entitlements:

- a) **First Year of Employment.** In the first vacation year of employment, an employee shall accrue six (6) hours of paid vacation for each month of service to a maximum of 72 hours.
- b) **Eligibility Period.** An employee who has completed three (3) months or more employment in his/her first vacation year shall be allowed to take a paid vacation in the amount of time accrued to the start of vacation. Such time, if taken, shall be deducted from the employee's total accrual for the first vacation year.
- c) **Increments.** Employees shall accrue a paid vacation entitlement in each vacation year, in accordance with the following increments:

Vacation Year of Service Entered	Hourly Entitlement	Equivalent Weekly Entitlement
2 nd year to 5 th year	108 hours	Three (3) weeks
6 th year to 10 th year	144 hours	Four (4) weeks
11 th year to 20 th year	180 hours	Five (5) weeks
21 st year to 30 th year	216 hours	Six (6) weeks
31 st year and subsequent	252 hours	Seven (7) weeks

8.2 **Vacation Pay on Termination.** An employee may take his/her paid vacation entitlement during the vacation year in which it is being earned, but if he/she subsequently terminates in that year, a pro-rated adjustment will be made to the employee's final pay cheque if the vacation taken exceeds the paid vacation earned.

8.3 **Absences Not Affecting Vacation with Pay Entitlement.** For employees with more than one (1) continuous year of service, the following leave of absence from work shall be considered as days worked in determining vacation with pay entitlements:

- a) **Workers' Compensation / Illness.** Absence due to Workers' Compensation or illness for a period up to twelve (12) months, providing the employee returns to work with the Employer. In case of absence due to illness, the Employer shall have the right to require written confirmation of illness from a qualified medical doctor. In instances where an employee is absent due to illness or Workers' Compensation in excess of twelve (12) months, then upon his/her return, he/she may schedule his/her vacation earned in that calendar year in accordance with the provisions of the Collective Agreement. Should he/she have any unused vacation from a previous year, then he/she is entitled to exercise the option of either scheduling the unused vacation during the same calendar year at a time mutually agreed upon, but which does not interfere with the vacation entitlements of any other employee, or he/she may be paid out his/her unused vacation.

b) **Leave without Pay.** Absence without pay approved in writing by the Employer shall be credited towards entitlement for annual vacations, but time spent on such leave will not be counted in computing vacation pay.

c) **Pregnancy Leave.** Absence due to Pregnancy Leave, as per Article 9.5.

8.4 **Vacation Entitlement - Part-time / Casual Employees.**

Vacation Year Entered	Annual Entitlement
First Year of Employment	Two (2) weeks unpaid, prorated based on hire date
Second (2 nd) to Fifth (5 th) year	Two (2) weeks unpaid
Sixth (6 th) and subsequent year	Three (3) weeks unpaid

Part-time and casual employees with less than five (5) years of employment shall receive, in addition to the rate of pay, four percent (4%) of that rate in lieu of vacation. Part-time and casual employees with five or more years of employment shall receive, in addition to the rate of pay, six (6%) of that rate in lieu of vacation.

Vacation must be scheduled in periods of one or more weeks, unless the employee requests otherwise.

Vacation must be taken within the calendar year it has been granted.

8.5 **Vacation Scheduling.**

a) **Mutual Arrangements.** Vacations shall be mutually arranged amongst the bargaining unit employees in an attempt to ensure that all employees have an opportunity to enjoy preferable vacation periods. In the event that mutual arrangements cannot be made, then senior employees will have preference.

b) **Scheduling Vacations.** Employees shall select their vacation periods in order of seniority as defined in Article 14.1 of this Agreement. Full-time employees will have preference in scheduling their vacation over part-time employees and part-time employees will have preference in scheduling their vacation over casual employees. However, all employees may only schedule two (2) weeks at a time during the summer months of June to August inclusive, until all employees in the work group have had the opportunity to select one summer vacation period.

c) **Vacation Scheduling Deadline.** Vacation requests within the branch or department, including supplementary vacation and individual days, will be scheduled in order of seniority. All vacation requests received by February 15 will be approved by March 01. Vacation requests received after February 15 will be approved on a first-come, first-served basis.

d) **Individual Vacation Days.** Employees will have the opportunity to schedule up to one week of annual vacation as individual days prior to March 01. Individual days will be scheduled in order of seniority, once all employees within the work group have had an opportunity to

schedule full week blocks. Employees who wish to schedule additional individual days after March 01 will do so on a first-come, first-served basis.

- e) **Rescheduling Vacation.** Subject to Management approval, any employee shall be permitted to re-schedule his/her vacation if it does not interfere with vacations already scheduled by other employees. Such approval shall not be unreasonably denied.
- f) **Banking Vacation Entitlement.** Regular full-time employees who qualify under Article 8.1 shall be entitled to bank a maximum of 36 hours vacation to be taken by April 30 of the following year. Vacation days not taken by April 30 will be automatically paid out unless the banked vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can carry over the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week. Other arrangements may be made by mutual agreement. Employees making use of this provision may do so except when it interferes with the scheduling of other employees' regular vacations.
- g) **Management Approval.** All vacation scheduling is subject to Management approval and such approval shall not be unreasonably denied.
- h) **Retaining Approved Vacation when Changing Locations.** Employees who move to another branch or department once that branch or department's annual vacation schedule has been approved will be allowed to retain previously approved vacation, only if it does not interfere with another employee's scheduled vacation or with the operational requirements of that branch or department. The Employer will make their best efforts to accommodate the employee's vacation request.

8.6 Rescheduling Vacation due to Sickness or Accident.

- a) **Prior to Commencing Vacation.** An employee unable to go on his/her scheduled annual vacation because of sickness or accident may, upon notification to the branch manager and with a proper medical certificate, postpone such vacation, and such vacation shall be rescheduled. The employee cannot bump any other employee's scheduled vacation.
- b) **During Vacation.** An employee who becomes sick or has an accident during a scheduled vacation may reschedule the balance of that vacation. To be eligible, the employee must have been sick or been disabled due to an accident for at least one (1) week. The employee cannot bump anyone else's scheduled vacation.

8.7 Supplementary Vacation.

- a) **Entitlement.** Employees shall be granted paid supplementary vacation entitlement in accordance with the following increments:

Vacation Year of Service Completed	Hourly Entitlement	Equivalent Weekly Entitlement
5 years	36 hours	One (1) week
10 years	72 hours	Two (2) weeks

15 years	108 hours	Three (3) weeks
20 years and every five (5) years thereafter	144 hours	Four (4) weeks

- b) **Pay Rate.** Vacation pay during such leave will equal the current salary when supplementary vacation is taken.
- c) **Scheduling Arrangements.** The supplementary vacation may be taken in conjunction with the regular vacation to which the employee is entitled, providing such regular vacation is not scheduled to be taken during the months of June, July and August, in which event the supplementary vacation shall be taken at a time to be agreed upon by the Employer and the employee.
- d) **Time & Scheduling Restrictions.** Supplementary vacation not used within the specified period will be paid out unless the scheduled supplementary vacation is cancelled by the Employer or cannot be taken due to illness of the employee. In such case, the employee can bank the remaining time to be taken in the next calendar year, provided the employee was ill for at least one (1) week.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Union Business.

- a) **Notice & Time Requirements.** Leave of absence without pay will be granted to employees for the purpose of attending to Union business, providing the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks' notice. This leave is restricted to three hundred twenty (320) hours per year with a maximum of one hundred eighty (180) hours from one branch, excluding bargaining. This limit may be extended by mutual agreement.
- b) **Leave Restriction.** The Union agrees not to apply for leave during a week where a statutory holiday falls.
- c) **Reimbursement for Unpaid Leave.** Where employees are booked off for unpaid Union leave, then the Employer agrees to pay that employee his/her regular pay and bill the local Union for reimbursement. Where the leave is greater than thirty (30) consecutive days, all leave will be fully reimbursed, including salary, benefits and pension costs by the Union to the Employer.
- d) **Union Position.** Upon written notice of thirty (30) calendar days the Employer will grant Leave of Absence without pay to employees who are appointed or elected to Union position for a period up to and including three (3) years. Further Leave of Absence may be granted by mutual consent. The employee who obtains his/her leave of absence shall return to his/her Employer within thirty (30) calendar days written notice after the completion of his/her term of employment with the Union, without loss of seniority. Upon return, Article 13.1 –

Bumping Process will be invoked. The Employer shall not be required to grant Leave of Absence to more than one (1) employee at a time.

9.2 **International Union Leave.**

Leave of absence without pay will be granted to an employee for the purpose of attending to international union business, providing the Employer's work requirement allow such leave. It is agreed that this provision is limited to one (1) person at any given time. The Union will request such leave by giving the Employer at least two (2) weeks' notice. This leave is restricted to the equivalent of three (3) years' duration, but may be extended to allow an employee to complete his/her probationary period in instances where that employee is being considered for a full-time position with the International Union. All leave will be fully reimbursed, including salary, benefits and pension costs by the Union to the Employer.

9.3 **Bereavement Leave.**

- a) **Immediate Family - Full-time Employees.** In case of death in the immediate family of a full-time regular employee, the employee shall be granted leave of absence with pay to a maximum of 36 hours. Immediate family is defined as the employee's spouse, mother, father, son, daughter, foster child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparent and grandchild. The leave of absence will not be charged against paid sick leave or annual vacation entitlement. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.
- b) **Immediate Family - Part-time Employees.** Part-time employees are entitled to a maximum of five (5) working days' leave, three (3) of which will be paid, providing the employee was scheduled to work. The definition of "day" shall be the hours normally worked by the employee. This leave may be extended at the discretion of the branch manager, without pay. This leave will not be unreasonably denied.
- c) **Extended Family - Full-time & Part-time Employees.** In the case of death of an employee's spouse's grandparents or an employee's aunts, uncles, nieces, nephews and cousins, any employee scheduled to work shall be granted a leave of absence without pay to a maximum of five (5) working days. This leave may be extended at the discretion of the branch manager. When the employee attends the funeral on a workday, he/she shall be reimbursed up to one (1) day's pay.

9.4 **Jury Duty.** Full-time regular and part-time regular employees summoned to jury duty or summoned as a witness, providing it is not in the employee's own defense, shall be paid regular wages on such days of actual service, providing they were scheduled to work and providing that any monies paid to the employee for such service will be payable to the Employer.

9.5 **Pregnancy Leave.**

- a) **Entitlement.** An employee who is pregnant or has received confirmation of approved adoption of an infant five (5) years or under shall be entitled, upon written application, to a leave of absence without pay of seventeen (17) weeks, or such shorter leave of absence as the

employee may request. In the case of a pregnant employee, such shorter leave shall commence during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

- b) **Extension of Entitlement.** An employee may have her pregnancy leave extended up to six (6) additional consecutive weeks of unpaid leave, to a maximum of twenty-three (23) weeks, for reasons related to the birth or termination of the pregnancy, if she is unable to return to work when her leave ends under Article 9.5(a) above. Written notice must be given to the Employer at least two (2) weeks prior to the commencement of the extended leave.
- c) **Return to Work Restriction.** Notwithstanding Article 9.5(a), where the actual date of delivery is later than the estimated day of delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- d) **Notice Requirements.** An employee who is pregnant shall give the Employer two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence, and must furnish the Employer with the certificate of a legally qualified medical practitioner stating she is pregnant and giving the estimated day upon which delivery will occur, in his/her opinion.
- e) **Early Leave for Medical Reasons.** It is recognized that, if for any medical reason, a pregnant employee is required to commence leave prior to the date of requested pregnancy leave, either sick leave credits and/or Short or Long-term Disability benefits may be used, or at the request of the employee, pregnancy leave may be rescheduled.
- f) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of a leave of absence shall give the Employer two weeks' notice. An employee who elects to shorten the six (6) week period of leave shall give the Employer three (3) weeks' notice of her intention to do so, and in the case of an employee who received leave due to a pregnancy, furnish the Employer with the certificate of a legally qualified medical practitioner, stating she is able to resume work. On the return to work by any employee under this section, the Employer shall reinstate the employee to her previous position or, should her former position be redundant, provide her with alternative work under the terms of the bumping procedure as set out in Article 13.1, and at not less than her normal salary at the time her leave of absence began.
- g) **Benefits Unaffected by Pregnancy Leave.**
 - i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement and pay. Employee service is defined as the time she would have normally worked at commencement of leave.
 - ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of her pregnancy leave on the same basis as though the employee was working.

9.6 Parental Leave.

a) Standard Parental Entitlement.

- i) **Birth Mother.** A birth mother who has taken pregnancy leave is entitled to up to 35 consecutive weeks of unpaid leave, commencing immediately after the end of the pregnancy leave. A birth mother who has not taken pregnancy leave is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- ii) **Birth Father.** A birth father is entitled to up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- iii) **Adopting Parent.** An adopting parent is entitled to up to 37 consecutive weeks of unpaid leave, beginning within 52 weeks after the child is placed with the parent.

b) Extended Parental Leave.

- i) **Birth Mother.** A birth mother who has taken pregnancy leave is entitled to up to 61 consecutive weeks of unpaid leave, commencing immediately after the end of the pregnancy leave. A birth mother who has not taken pregnancy leave is entitled to up to 62 consecutive weeks of unpaid leave, beginning after the child's birth and within 78 weeks after that event.
- ii) **Birth Father.** A birth father is entitled to up to 62 consecutive weeks of unpaid leave, beginning after the child's birth and within 78 weeks after that event.
- iii) **Adopting Parent.** An adopting parent is entitled to up to 62 consecutive weeks of unpaid leave, beginning within 78 weeks after the child is placed with the parent.

c) Notice Requirements.

- i) **Notice to Commence Parental Leave.** An employee who intends to commence parental leave shall give the Employer four (4) weeks' written notice.
- ii) **Notice of Return to Work.** An employee who intends to resume employment on the expiration of parental leave shall give the Employer two (2) weeks' notice.

d) Benefits Unaffected by Parental Leave.

- i) **Service / Pension / Vacation Entitlement.** The period of such leave shall be considered as employee service for seniority and pension purposes and vacation entitlement.
- ii) **Employee Benefits.** The Employer agrees to maintain Medical, Extended Health, Group Life Insurance, Accidental Death & Dismemberment and Dental coverage for an employee for the duration of his/her parental leave on the same basis as though the employee was working.

9.7 Medical & Dental Leave.

- a) All full-time regular employees shall be entitled to a maximum of fourteen (14) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use. Once the fourteen (14) paid hours have been used, if an employee chooses, the employee may use sick day credits, in hours, or unpaid leave to attend medical or dental appointments as listed above. Employees will also be entitled to obtain leave without pay for further medical or dental appointments required by themselves or any member of their family. It is recognized by the employee that the Employer requires as much notice as possible for these leaves, and these requests shall not be unreasonably denied.
- b) All eligible part-time regular employees shall be entitled to a maximum of seven (7) paid hours per calendar year to attend to any kind of medical or dental appointments for their own personal use. Once the seven (7) paid hours have been used, if an employee chooses, the employee may use sick day credits, in hours, or unpaid leave to attend medical or dental appointments as listed above. Employees will also be entitled to obtain leave without pay for further medical or dental appointments required by themselves or any member of their family. It is recognized by the employee that the Employer requires as much notice as possible for these leaves, and these requests shall not be unreasonably denied.

9.8 Special Leave without Pay.

- a) **Annual Entitlement.** An employee may be granted a leave of absence without pay, for up to 72 hours per calendar year, subject to operational requirements. This leave may be taken in full-day increments. On such leaves, seniority will accrue. Leave of absence will normally only be considered providing that all annual vacation entitlement and accrued days in lieu of statutory holidays have been taken; or all annual vacation entitlement or accrued days in lieu of statutory holidays have been previously scheduled and approved.
- b) **Medical Emergency & Required Treatment.** In the case of a medical emergency and required treatment in the family, up to sixty (60) days unpaid leave shall be granted, if required. Family is defined as spouse, child, parent, grandparent and grandchild. This leave will not be unreasonably denied.

9.9 Family Responsibility Leave.

- a) In case of the care, health or education of a child in the employee's care, or the care or health of any other member of the full-time regular employee's immediate family, the employee is entitled to 36 paid hours per calendar year. This will be provided on January 01 of each year.
- b) Part-time employees who have worked 1872 hours in a two (2) year period are entitled to fourteen (14) paid hours per calendar year.
- c) Such leave shall not be unreasonably denied.

9.10 **Domestic or Sexual Violence.**

- a) Employees impacted by domestic or sexual violence, as described in Article 52.5 of the Employment Standards Act, (as of the signing of this Agreement, the Act currently provides for seventeen (17) weeks unpaid leave) and as amended from time to time, may apply for leave under the terms and conditions described in said Act.
- b) Employees on such leave will be permitted to use accumulated sick leave during the absence. Where there is not enough sick leave within the employee's bank, such leave shall be without pay.
- c) The employee and the Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.
- d) When the occasion arises, the Employer, jointly with the Health and Safety Committee, will implement workplace safety strategies, including risk assessments, safety plans, and a timely and effective process for resolving concerns.
- e) The employee will be encouraged by the Employer to seek advice and counselling through available programs, including any counselling programs which may be found within the Corporate Benefits Program, as amended from time to time.
- f) Employees on leave in the above noted situation shall continue to accrue seniority.

ARTICLE 10 – BENEFIT PLANS & SICK LEAVE

10.1 **Benefit Plans.**

- a) **Eligibility Period.** All full-time regular and part-time regular employees shall become eligible for coverage under the Employer's benefit plans, on the first day of the month following three (3) months of employment.
- b) **List of Benefit Plans.** Details of the plans are contained in brochures provided by the Employer. The Employer shall pay the cost of premiums of the following plans:
 - Medical Services Plan of BC
 - Extended Health Benefit Plan (For part-time employees, coverage is for the employee only)
 - Group Life Insurance
 - Accidental Death & Dismemberment (For part-time employees, coverage is for the employee only)
 - Dental Plan (75% of A, 75% of B, 50% of C to \$2,000) (For part-time employees, coverage is for the employee only)

The Employer agrees to arrange, for all full-time and part-time employees, a Weekly Indemnity Plan and a Long-term Disability Plan.

- c) **Payment of Weekly Indemnity & Long-term Disability Premiums.** The Employer agrees to pay 50% of the monthly premiums of the Weekly Indemnity Plan and Long-term Disability Plan. Where possible, the Employer's contribution will be paid in a manner that, if both legally appropriate and resulting in no additional costs to the Employer, will be structured to make benefits non-taxable.
- d) **Health Care Spending Account.** The Employer agrees to establish a Health Care Spending Account for each eligible employee and agrees to contribute six hundred dollars (\$600) per year for each employee, effective January 1, 2020. Effective January 1, 2021, the Employer will contribute seven hundred (\$700) dollars per year for each eligible employee.

10.2 Sick Leave.

- a) **Full-time Employees.** A full-time employee shall accrue sick leave credits of 7.2 hours per month for each month actually worked in a calendar year. Unused credits shall be accumulated to a maximum of 288 hours.
- b) **Part-time and Casual Employees.** A part-time or casual employee who has worked 1872 hours in a two-year period shall be entitled to 43.2 hours (six (6) paid sick days) per calendar year. Unused credits shall be accumulated to a maximum for 86.4 hours.
- c) **Qualifying Absences.** The parties agree that employees must complete the necessary Weekly Indemnity forms in the manner and time prescribed by the carrier. In those circumstances where the carrier rejects a claim, the employee must appeal forthwith. The Employer will assist the employee in this process upon request. Throughout this process, sick leave credits will be used for all such absences.
- d) **Continuation of Benefits.** The Employer shall agree to pay the employee's full benefits of the insurance carrier, if the employee is eligible for such a benefit, until such a time that the benefit commences. The employee agrees to endorse and sign over the benefit cheques to the Employer once the benefit cheques are sent to the employee.
- e) **Short Term Disability Top Up.** The Employer shall provide an opportunity for employees to use available sick leave credits to top up short term disability payments to 85% of pre-disability income.

10.3 Pension Plan.

- a) **Employees Hired on or Before March 21, 2011.** The Employer agrees to maintain, for the duration of this Agreement, the pension plan current in effect, or its equivalent. If there are any changes to the plan, the Union will be advised.
- b) **Employees Hired After March 21, 2011.** The parties agree that subject to the provisions of Section (10.3(c)), all bargaining unit employees will become, and remain, members of the BC Credit Union Trust pension plan (the "Plan") as modified or amended by its Board of Trustees from time to time. Once the Employer is advised of modifications and/or amendments by the Board of Trustees, it will advise the Union.

January 1, 2020 to December 31, 2022

The employees will be subject to the terms of the Plan as modified and/or amended by the Board of Trustees.

- c) **Eligibility.** Full-time employees will be enrolled in the Plan after one (1) year's full services. Part-time employees will be enrolled in the Plan once they have worked 1872 hours in a two-year period.

10.4 **Retiree Health & Welfare Benefits.** Effective December 31 2006, employees who retire from Kootenay Savings Credit Union on pension after November 16 2003 and who elect to participate in the retiree health & welfare benefits plan shall be entitled to a benefit premium reimbursement of 50% to a maximum of \$1,000 per year.

10.5 **Doctor's Note for Sickness.** An employee absent for reasons of sickness or accident, after a period of five (5) consecutive working days, may be required to produce a doctor's note verifying the reason(s) for the absence.

ARTICLE 11 – SALARY POLICY

11.1 Salaries.

- a) **Salary Schedule.** Employees shall be paid in accordance with the salary schedule for their positions as specified in Appendix "C" – Salary Scales.
- b) **Pay Frequency.** Employees shall be paid biweekly.
- c) **Salary Adjustments.** Salaries listed in Appendix "C" shall be adjusted as follows:
 - i) January 1 2020 – 2.0%
 - ii) January 1 2021 – 2.0%
 - iii) January 1 2022 – 2.0%

11.2 Job Classification & Job Duties.

- a) It is understood that the job descriptions currently in place will apply until new job descriptions are agreed to under the Job Classification and Job Duties process.
- b) All jobs will be evaluated using the Kootenay Savings Job Evaluation Plan, as described in the Job Evaluation Plan Manual. The Plan and Manual shall form part of this Collective Agreement, and may be amended from time to time by the joint Job Evaluation Maintenance Committee.

The Joint Job Evaluation Maintenance Committee will consist of two Union representatives and two Employer representatives, and one alternate representative for the Union and one alternate representative for the Employer. The Committee will be chaired by an Employer representative.

The Committee's primary role will be to review the Employer's evaluation of all bargaining unit positions, in accordance with the guidelines set out in the Job Evaluation Manual.

Any dispute which arises as a result of Committee failure to agree in the job evaluation review process will be adjudicated by a mutually agreed third party referee, in accordance with the guidelines set out in the Job Evaluation Manual.

11.3 **Salary Increases.**

- a) **For Promotion.** An employee who is promoted will be placed on the next highest step in the new job grade which will generate a salary increase. Any time that was spent relieving on that job in the past twenty four (24) months shall be credited towards completion of the step level in which the employee is placed.
- b) **For Service in Temporary Positions.** When an employee works in a posted temporary position of a higher job grade for six (6) months or longer, leaves that position, but returns within six (6) months, for purposes of movement on the salary grid, he/she will be credited with the service he/she accrued during the temporary posting. This six (6)-month period may be extended by mutual agreement. All hours worked in the higher job grade will be added to the hours already worked in the employee's permanent position upon return to the permanent position.
- c) **For Moving from a Higher Grade to a Lower Grade.** When an employee moves from a higher job grade to a lower job grade that they have never worked in before, the Employer will count the hours the employee worked in the higher job only towards the step level in the lower job grade they are moving to, but not any hours they previously worked in a lower job grade.
- d) **Step Increases.** Employees who are hired or who post into a new position will be eligible for step increases upon completion of 1872 hours worked in the position at each step, in accordance with Appendix "C".

11.4 **Substitution Pay.**

- a) **Cross-trained Employees.** Where an employee substitutes in a higher position for a full day or longer for which he/she has successfully completed his/her cross training, then he/she shall receive the higher wage rate.
- b) **Non-cross-trained Employees.** Where an employee substitutes in a higher position for which he/she has not been cross trained, then he/she will be entitled to the higher wage rate after completion of three (3) consecutive work days in the higher position. The higher rate will be paid retroactively for the three (3) day period.

- 11.5 **In-charge Premium.** In the absence of all on-site management employees for a duration of four (4) hours or more, the most senior employee or the employee in the most senior position within the branch or department who is willing and capable to relieve will be designated to be "in charge". In a situation where there is no reasonable back up plan, the Employer will

appoint the most senior employee or the employee in the most senior position within the branch or department. This employee shall be paid an additional \$30.00 for each period of four (4) hours or greater that he/she is designated as being “in charge”. The person designated “in charge” may be responsible for opening and/or closing the building, taking care of the premises, security and direction of other employees for a minimum of four (4) hours per day.

11.6 **Salary Adjustment – Part-time to Full-time.** A part-time employee who becomes full-time shall be placed on the appropriate salary range consistent with his/her length of accumulated service.

11.7 **Recalls & Demotions.**

- a) **Recall to Lower Position.** A recalled employee who accepts a position in a salary range which is lower than for his/her former position shall be paid at a step in the salary range commensurate with his/her service at layoff.
- b) **Voluntary Demotion.** An employee who transfers to a position in a lower salary range for reasons attributable to the employee shall be paid at a step in the salary range commensurate with their service at the time of transfer.

11.8 **Technological Change.** If, as a result of technological change, as set out in Article 17, an employee’s position has a lower salary range:

- a) the employee shall retain his/her former salary if he/she has been able to adapt to the technological change;
- b) the employee shall be placed on the lower salary if he/she was not able to adapt to the technological change.

11.9 **Rate Protection.** In the case of ‘red-circled’ employees, such employees shall receive eighty percent (80%) of the wage increase applicable to the standard for the job in which they are the incumbents until such time as the red circle differential disappears. ‘Red-circled’ employees who are fifty-five (55) years of age or over on the date that any increase becomes effective shall receive the full amount of the standard increase.

ARTICLE 12 – JOB POSTING

12.1 **Posting Process.**

a) **Posting Vacancies.**

- i) **Notice.** Notice of permanent and temporary job vacancies shall be posted on a bulletin board on the Employer’s premises for at least three (3) working days. The notice shall indicate job title, category, salary, a brief outline of the duties involved, and shall indicate if the position is full time or part time. When known, the date on which a temporary vacancy is expected to end will be included on the temporary job posting. A copy of the notice shall be sent to the Office Stewards and the Union office. In

instances where an employee has given adequate notice for an extended leave of absence, such as pregnancy leave, then notice of a job vacancy will be posted thirty (30) working days prior to the date the leave commences.

- ii) **Timeline for Accepting or Declining Job Offers.** Following a job offer, an employee will be given until the close of the next business day to accept or decline the offer.
- iii) **Long-term Absences.** If an employee is absent on Long-term Disability or for any other reason for a period of more than two (2) years, the Employer and the Union may mutually agree to post the job as a permanent vacancy. However, should the affected employee return from his/her absence, he/she will be placed on the job she was on immediately prior to his/her absence, or another job which will be mutually agreed to by the Employer and the Union.

It is recognized that displacements will occur as a result of the affected employee returning to work. This may include a layoff. Therefore, the bumping process will be implemented.

When the job of the affected employee is posted permanently, the following clause will appear on the job posting:

“This job is being filled to replace an absent employee. Should this employee return, it could result in the displacement of the current incumbent or another employee.”

b) **Posting Process.**

- i) **Bidding Conditions.** An employee may bid on a vacant position which may involve a promotion, lateral transfer, temporary vacancy or lower classification, subject to the conditions outlined in Article 12.1 (b) (ii).
- ii) **Accepting a New Position.** Once an employee has accepted a permanent position, the employee is restricted from applying for other postings prior to starting the position, unless bidding out would result in a move to a permanent position of a higher job grade or status, or to a newly created permanent position.
- iii) **For Positions Grade 1 to Grade 4:** The employee must remain in the new job for a minimum of six (6) months from the start date in the job or ten (10) working days from the date of acceptance, whichever comes first, before being eligible for another permanent posting, unless the new posting would result in a move to a higher job grade or status, or to a newly created permanent position.
- iv) **For Positions Grade 5 and Higher:** The employee must remain in the new job for a minimum of twelve (12) months from the start date in the job or ten (10) working days from the date of acceptance, whichever comes first, before being eligible for another permanent posting, unless the new posting would result in a move to a higher job grade or status, or to a newly created permanent position.

- v) The employee must remain in the new job for a minimum of six (6) months from the start date in the job or ten (10) working days from the date of acceptance, whichever comes first, before being eligible for a temporary posting.
 - vi) Once an employee has accepted a temporary position, the employee is restricted from bidding out of that temporary position for the duration of the temporary absence, as identified on the initial posting, unless:
 - i. bidding out results in a move to a permanent position
 - ii. bidding out results in a move to a newly created permanent position,
 - iii. the employee is in the last thirty (30) days of the temporary posting,
 - iv. where the posting is for more than one (1) year the employee can bid out after one year.
- c) **Filling Posted Vacancies.** The parties recognize the importance of filling all posted job vacancies as soon as possible. Accordingly, the Employer agrees to fill posted vacancies at the earliest possible time.
- i) Where an employee has been selected to fill an immediate job vacancy, the Employer will use its best efforts to effect the move of such employee within a period of thirty (30) calendar days from the date of the selection. Where circumstances are such that the move cannot be effected in thirty (30) calendar days, the Employer will notify the Union. An employee will assume status of the new position on the date of selection for the purpose of job posting only. If an employee cannot be moved to his/her new position within thirty (30) calendar days from the date of selection, he/she will assume the salary and associated benefits of the new position thirty (30) calendar days from the date of selection.
 - ii) Where an employee has been selected to fill a future job vacancy, such as a retirement or pregnancy leave, the Employer will use its best efforts to effect the move of such employee by the projected start date of the position, as identified on the job posting. Where circumstances are such that the move cannot be effected in fourteen (14) calendar days, the Employer will notify the Union. If an employee cannot be moved to his/her new position after the projected start date of the position, he/she will assume the salary and associated benefits of the new position.
- d) **Temporary Vacancies.**
- i) **Definition.** A temporary absence, for the purpose of postings is for a fixed and determinable time, unless extenuating circumstances become apparent.
 - ii) **Absence of 30 Days or Less.** If a temporary absence is for thirty (30) consecutive days or less, then the Credit Union's present practice shall continue and no posting is required.
 - iii) **Absence of 31 Days to 12 Weeks.** If a temporary absence is for more than thirty (30) consecutive days but less than or equal to twelve (12) weeks, then the vacant position shall be posted within the branch where the temporary absence arose.

- iv) **Absence of Over 12 Weeks.** If a temporary absence is for more than twelve (12) weeks, then the vacant position shall be posted in all unionized branches.
- v) **Employee Status When Filling Temporary Vacancy.** An employee filling a posting as a result of a temporary absence shall maintain his/her status at the time he/she applied for the posting. Specifically, a casual or part-time employee cannot have full-time status by obtaining full-time hours due to a temporary absence. However, once the length of the absence exceeds one hundred twenty (120) calendar days, the replacement employee will assume the status of the absent employee for the purposes of benefits outlined in Article 10 for the duration of the temporary absence. Should the absent employee return to his/her position, then the replacement employee reverts to his/her former status, and will maintain any sick leave credits accrued during the temporary assignment, subject to Article 10.2 a) and b). Should the position become permanent, then the vacancy will again be posted in accordance with Article 12.1.
- vi) **New Employees Hired to Fill Temporary Vacancy.** If the Credit Union hires an employee to perform a job as a result of the temporary absence, then that employee will be classified as part-time and will be eligible for seniority in accordance with the Collective Agreement. Upon completion of the initial assignment, the employee will revert to the Casual Pool.
- vii) **Casual Pool Eligibility.** Upon completion of the probationary period, the employees in (vi) above may request to be placed on the Casual Pool List for additional hours. The onus will be on the employee to advise the Employer of his/her availability.

12.2 Selection Process.

- a) **Selection Preference.** The Employer shall fill job vacancies from within the bargaining unit, providing employees who apply for positions meet the minimum entry level requirements for the position and have the ability to learn the job. Preference in selection shall be to full-time regular, part-time regular, casual employees, and new employees hired pursuant to Article 12.1 (d) (vi) in that order.
- b) **Application Form.** All bids on posted job vacancies shall be in writing on a form provided by the Employer.
- c) **Written Notification of Selection.** Applicants shall be notified in writing whether they have been selected or not.
- d) **Provision of Selection Information to Union.** The Employer will notify all job posting applicants that information used in the selection process for a job posting will be provided to the Union, upon request, in the event of a selection grievance for that posting.

12.3 Selection Criteria.

Selections for job vacancies shall be made on the basis of ability to do the work as defined by the minimum entry level requirements for the position, and seniority, in that order.

12.4 **Familiarization Period.** Employees promoted to a higher position through job posting shall be allowed a familiarization period up to ninety (90) working days. Should it be determined at the end of the familiarization period that they do not possess the necessary ability to perform the job, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any service increment they may have become entitled to had they not been promoted. This decision is subject to the grievance procedure.

In the event of an unforeseen circumstance, the employee may elect to return to their former position and salary within the first sixty (60) working days of the familiarization period.

12.5 **Transfer Outside of Bargaining Unit.** The Employer agrees no employee shall be transferred to a position outside the bargaining unit without the employee's consent.

ARTICLE 13 – LAYOFF & RECALL

13.1 Bumping Process.

- a) Should the Employer decide to reduce the number of office staff, the employee with the least amount of seniority in a position that is being eliminated will have the option to:
 - i) remain in his/her branch or department by bumping the employee with the least seniority in his/her job grade. If there is no job available, and the employee chooses to remain in his/her branch or department, he/she will bump the employee with the least seniority in the next lowest job grade. This process will continue until the employee is successfully placed; OR
 - ii) bump the employee with the least seniority in his/her job grade within the bargaining unit. If there is no job available in his/her job grade, he/she may bump the employee with the least seniority in the next lowest job grade within the bargaining unit. This process will continue until the employee is successfully placed in a job outside of his/her branch or department.
 - iii) Should the next lowest job grade, as referred to in 13.1 a) ii) above, fall in a branch or department outside of the employee's region*, the employee will have the option of bypassing that bump.
*West = Trail, Fruitvale, Castlegar, Salmo, South Slokan, East = Kimberley, North = Kaslo.
- b) Employees who are displaced by this process will, in turn, bump other employees in the same manner as described above.
- c) The last employee to be bumped will have the option of:
 - i) retaining his/her seniority as a casual employee, OR
 - ii) being laid off.

- d) If a full-time employee is required to bump a part-time employee, the full-time employee will retain their full-time benefit levels and every effort will be made to ensure that the full-time employee bumps a part-time employee who works more than sixty (60) hours a month and who is eligible for benefits.
- e) Employees who displace other employees must have the ability to perform the job functions satisfactorily after a thirty (30) working day familiarization period, and have greater seniority than the employee being displaced.
- f) Employees who are displaced to a lower rated job will have their rate of pay protected as per Article 11.9.
- g) An employee being bumped who is in a temporary job posting will have the option to:
 - i) Remain in the temporary posting until it ends and then exercise bumping rights; or
 - ii) Voluntarily post into another role, without being subject to Article 12.1 b) v), before the temporary posting ends;

13.2 **Notice.** Full-time regular employees shall be given thirty (30) days' notice of layoff or one (1) month's salary in lieu of notice.

13.3 **Recall Rights.**

- a) **Duration of Recall Rights.** A regular employee who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of six (6) months if total service is less than two (2) years, and for a period of twelve (12) months if total services is two (2) years or more.
- b) **Rights on Return to Work.** An employee on the recall list shall have the right to return to a vacancy in his/her former position or to a position for which he/she is able to do the job, providing no other employee with greater seniority is promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position, providing he/she is able to do the job.
- c) **Notification of Recall.** Notice of recall to an employee on the recall list shall be sent by registered mail to the employee's last known address. An employee on the recall list may be bypassed when the employee fails to respond to the notice within seven (7) calendar days of receiving it.

ARTICLE 14 - SENIORITY

14.1 **Definition.**

- a) Seniority for all purposes is the total length of service at any Kootenay Savings Bargaining Unit location. Employees coming into the Bargaining Unit from a non-Union Kootenay

Savings Credit Union location will retain their company service for vacation allotment purposes only.

- b) When an employee resigns his/her position and is subsequently rehired by the Employer into the bargaining unit within six (6) months of his/her resignation, it shall be agreed that following the completion of his/her probation period as outlined in Articles 5.1 (a) & (b), he/she shall be credited with his/her past service, adjusted for the time he/she was not working.

14.2 **Assignments Outside of Bargaining Unit.**

- a) Where an employee accepts an assignment out of the bargaining unit, he/she shall be cautioned that after a period of thirteen (13) months, the assignment shall be considered a permanent transfer for the purposes of the collective agreement and he/she may not be entitled to return to the bargaining unit.
- b) Notwithstanding (a) above, where the original assignment extends beyond thirteen (13) months for unforeseen reasons outside the control of the Employer, the temporary assignment can be extended by mutual consent of the Union and the Employer, such consent not to be unreasonably withheld. In such circumstances, the employee temporarily assigned will be entitled to return to the bargaining unit at the end of the assignment.
- c) The Employee shall not accrue seniority for time spent while on assignment outside of the bargaining unit.
- d) In the case of bargaining unit job postings, applications from employees on assignment outside of the bargaining unit will be considered only where no other eligible or restricted bargaining unit applicant is found to meet the minimum entry level requirements of the position.

14.3 **Seniority Rights During Layoff.**

- a) **Full-time Employees.** A full-time regular employee laid off and placed on the recall list under Article 13.3 will retain and continue to accumulate seniority during the period of layoff.
- b) **Part-time / Casual Employees.** A part-time or casual employee laid off and placed on the recall list under Article 13.3 will retain seniority during the period of layoff.

14.4 **Seniority Rights During Leaves of Absence.** An employee on approved leave of absence for the following reasons will continue to accrue seniority:

- a) Union BusinessArticle 9.1 & 9.2
- b) Pregnancy LeaveArticle 9.5
- c) Parental LeaveArticle 9.6
- d) Special LeaveArticle 9.8
- e) Weekly Indemnity / Long-term Disability Article 10.1 (b)
- f) Sick LeaveArticle 10.2

14.5 **Loss of Seniority Rights.** An employee shall lose seniority and the contractual rights to employment where:

- a) he/she is discharged and not reinstated in accordance with the terms of this Agreement;
- b) he/she is laid off, not recalled in the recall period as defined in Article 13;
- c) he/she accepts severance pay in accordance with this Agreement;
- d) he/she resigns;
- e) he/she exceeds approved leave without permission, unless it is through no fault of his/her own.

14.6 **Seniority Rights - Part-time / Casual Employees.** Seniority for employees in these categories shall be as follows:

- a) **Separate List.** Part-time and casual employees shall be on a separate seniority list from full-time regular employees defined in Article 5.2 of this Agreement.
- b) **Accrual Procedure.** Seniority shall accrue on the basis of five (5) days for every thirty-six (36) hours worked.
- c) **No Displacing Full-time Employees.** Should a reduction in staff become necessary, part-time and casual employees will not be allowed to exercise their seniority to displace a full-time regular employee.
- d) **Part-time or Casual to Full-time Status.** Part-time and casual employees who become full-time regular employees shall be placed on the seniority list in accordance with their seniority which shall accrue on the basis of five (5) days for every thirty-six (36) hours worked.
- e) **Full-time Status to Part-time or Casual Status.** Any full-time regular employee who moves to part-time will retain his/her accrued seniority for the following purposes:
 - i) a part-time seniority list;
 - ii) in the event he/she returns to a full-time position as a result of a job posting.

14.7 **Provision of Seniority Lists.** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 15 - GENERAL PROVISIONS

15.1 **Bulletin Board.** A bulletin board will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union activities.

- 15.2 **No Strikes or Lockouts.** The Employer shall not cause or direct any lockout of employees during the life of this Agreement, and neither the Union nor any representative thereof, nor any employee shall, in any way, authorize, encourage or participate in any strike, walkout, suspension of work or slow down on the part of any employee or group of employees during the life of this Agreement.
- 15.3 **Disciplinary Action.** Should it become necessary to discuss with an employee a matter which could result in disciplinary action being taken, such discussion will be conducted in private. At the discretion of the employee, a bargaining unit union office steward may be present. When an employee is being placed on a Performance Improvement Plan, or when disciplinary action is being taken, a bargaining unit office steward or designate will be present.
- 15.4 **Picket Lines.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal picket line.
- 15.5 **Training.**
- a) **Orientation to New Equipment & Systems.** When new equipment or systems are introduced, the Employer shall arrange any orientation training considered necessary.
 - b) **External Education.**
 - i) **Reimbursement Amounts.** Kootenay Savings will reimburse 100% of the cost of education and training that is:
 - a) directly related to an employee's current role, or
 - b) is a minimum educational requirement for any KSCU bargaining unit position, to a maximum of \$1,000 per year, or
 - c) is approved through the Employee Development Planning process.

This includes tuition, books and materials. Travel and accommodation expenses are the responsibility of the employee.
 - ii) **Approval.** Prior approval must be obtained before fees are paid in order to qualify under this provision.
 - iii) **Pre-Payment.** Upon written request, the Employer will pay tuition fees according to 15.5 (b) (i) above, prior to the employee commencing the course. If proof of successful completion is not submitted within thirty (30) days of course completion, or if the employee leaves Kootenay Savings within ninety (90) days of course completion, the funds will be reimbursed to the Employer.
 - c) **New Employee Orientation.** The parties recognize the importance of orientating new employees so that they can properly carry out their duties. Accordingly, the Credit Union agrees to provide an orientation program for all new employees.

January 1, 2020 to December 31, 2022

15.6 **Cross-training.** The parties recognize the importance of cross-training to ensure that senior employees are properly trained for promotions and relief. Cross-training is based on organizational needs and employee needs.

- a) **Cross-training Schedules.** Cross-training schedules for each location will be posted at the same time as the annual vacation schedules.
- b) **Selection & Eligibility of Cross-training Candidates.** The manager is responsible for choosing candidates to be cross-trained. Selection for cross training will be based on seniority amongst permanent branch employees. Full-time employees must be cross-trained first. In order to receive cross-training, the employee must have completed the probationary period and must possess the skills (ability) to perform his/her existing job. Minimum skill levels will be set for each job.
- c) **Duration of Cross-training.** Cross-training will be a minimum of two (2) consecutive weeks. This time should not be interrupted or shortened unless extenuating circumstances exist or if mutually agreed upon by both parties. Cross-training is done laterally or upward; however, in situations where it is necessary that the employee learn basic information related to lower-paying positions, provisions will be made to ensure such knowledge is gained during the cross-training with no loss in pay.
- d) **Cross-training Assessment.** Each position will have a cross-training checklist, and an assessment will be conducted upon completion of the cross-training. If further cross-training is required, it is the branch's responsibility to increase the time period.
- e) **Cross-training Premium.**
 - i) **Premium Rate.** For those employees specifically assigned to train or cross-train other employees for periods of four (4) or more hours, a premium of \$.50 per hour for all such hours shall be paid.
 - ii) **Employer Rights.** The Employer is not precluded from assigning such training to excluded personnel, nor precluded from creating a Training Manager position to perform cross-training.

15.7 **Safety & Health.**

- a) **Conditions.** The Employer shall provide adequate conditions including proper lighting, heating, ventilation, washroom and lunchroom facilities in each branch. No employee shall be expected to work with unsafe equipment or under unsafe conditions. An employee who has reasonable cause to believe that unsafe conditions exist shall report same immediately. The Safety & Health Committee will investigate the complaint and take appropriate action.
- b) **Safety & Health Committee.** The Union and the Employer agree to establish a joint Safety & Health Committee in accordance with the Work Safe BC Regulations.

January 1, 2020 to December 31, 2022

- 15.8 **Staff Meetings & Training Schedules.** All staff meetings and training schedules are to be held during the regularly scheduled hours of work. In the event it is not possible to hold these during regularly scheduled hours of work, the employees will be given at least forty-eight (48) hours' notice of such meetings or training schedules. It is recognized that in some cases, there may be extenuating circumstances and employees may not be able to attend at that time.
- 15.9 **Active Credit Union Membership.** The Union agrees to encourage other union members, its affiliates and other organizations to become active members of Kootenay Savings Credit Union.
- 15.10 **Employee Banking Benefits.** All employees will be entitled to one membership with employer-designated staff packages, free of monthly service charges. Additional sub accounts would be included free of charge, with the exception of Summit Savings and US accounts.
- Effective January 1 2017, eligible employees who have or qualify for personal mortgages, loans and lines of credit will be entitled to staff rate for those loans under their staff membership account.
- Detailed benefits will be outlined in the Employee Banking Benefit Guidelines and the Employer's Lending and HR policies.
- These benefits may be amended from time to time by the Employer.
- The Employer agrees that employees retiring on or after January 01 2007 will be entitled to the same banking benefits as senior KSCU members.
- 15.11 **Entitlement Tracking.** All employee entitlements set out in this agreement shall be tracked in hours.
- 15.12 **Multi-Branch Positions.** If an employee accepts a multi-branch position and is required to travel between branches during the work day, mileage will be paid as per current Appendix A travel rates.
- 15.13 **Notification to the Union.** Once each quarter, the Employer shall notify the Union in writing of all promotions, hirings, layoffs, transfers, recalls and terminations of employment within the Bargaining Unit.

ARTICLE 16 - DISCHARGE, TERMINATION & SUSPENSION

- 16.1 **Employer Rights.** It is hereby agreed that the Employer has the right to discharge and discipline an employee for just cause.
- 16.2 **Employee Rights.** If upon investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or suspended, the affected employee shall be, subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, reinstated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.
- 16.3 **Employee Notice of Termination.** Employees are expected to provide the Employer with two weeks' notice of intention to terminate in order to provide adequate time to obtain a replacement.
- 16.4 **Letters of Discipline.** Any notices of discipline or counselling letters shall be removed from the employee's file after eighteen (18) months, if no further discipline issues occur, and such disciplinary notices, including any record of suspension, shall not be used in any future disciplinary action.

ARTICLE 17 - TECHNOLOGICAL CHANGE & SEVERANCE PAY

- 17.1 **Technological Change.**
- a) **Notice to Union.** The Employer will provide the Union with as much notice as possible, up to three (3) months, of its intention to introduce automation or new equipment which might result in the reduction of personnel and/or changes in job duties sufficient to change job grouping.
 - b) **Employee Rights when Positions Become Redundant.** Wherever practical, when an employee's position becomes redundant due to automation or new equipment, the employee shall be eligible for retraining to qualify for the operation of such new equipment or to qualify for new positions as a result of the automation or new equipment. Such re-training shall be provided by the Employer without cost and without loss of pay to the affected employee. In the event the employee cannot adapt to the automation or new equipment, then he/she can exercise his/her seniority under the terms of the bumping procedure as set out in Article 13.1.
- 17.2 **Severance Pay.**
- a) **Pay & Notice.** Severance pay as provided for in Article 17.2 (b), as a result of displacement because of a technological change, shall be payable upon termination in addition to four (4) weeks' notice or pay in lieu of such notice.

January 1, 2020 to December 31, 2022

- b) **Maximum Entitlements.** Notice or pay in lieu of notice shall be given to employees with one (1) year or more service who are terminated because of changes in administrative procedures, automation, consolidation or suspension of business. The amount of notice or pay in lieu of notice shall be one (1) week at the employee's current regular salary for each year of service to a maximum of fifteen (15) weeks.
- c) **Entitlements for Employees on Layoff.** An employee who chooses to be laid off and not be given notice as above and be placed on the recall list may elect to terminate during the recall period and be paid his/her severance pay entitlement upon termination or expiration of recall.
- d) **Severance Pay in Case of Future Mergers & Acquisitions.** Severance pay will be paid to full-time and part-time employees laid off as a result of future mergers and/or acquisitions. For full-time employees, the amount of notice, or pay in lieu of notice, shall be one (1) week at the employee's current regular salary for each year of service to a maximum of fifteen (15) weeks. For part-time employees, the pay in lieu of notice shall be on a pro-rated basis.

ARTICLE 18 - GRIEVANCE PROCEDURES

- 18.1 **Definition.** "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement, whether between the Employer and any employee(s) bound by the Collective Agreement or between the Employer and the Union, and shall be resolved in the following manner:
- 18.2 **Settlement Process.** Grievances or complaints shall be settled in the following manner:
- a) **Grievance.** If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
 - b) **Dispute.** If the Employer or the Union has a complaint, it shall be referred to as a dispute and the procedure for settlement shall commence with Step 2.
 - c) **Steps to Resolution.**
 - i) **Step 1.** The individual employee, with an Office Steward, shall first take up the matter with the employee's Supervisor. The grievance must be filed within ten (10) working days of:
 - a) the incident giving rise to the grievance, or
 - b) the employee becoming aware of the incident giving rise to the grievance, or
 - c) when the employee ought to have reasonably known of the circumstances giving rise to the grievance.

- ii) **Step 2.** If the grievance is not resolved with the Office Steward and Supervisor, it shall be reduced to writing, and a meeting will be held within ten (10) working days with the Manager, Steward, Grievance Chairperson, HR Representative and if necessary, the employee and the Union Representative.
 - iii) **Step 3.** If the matter is not resolved at Step 2, the Union Representative, Grievance Chairperson and employee (if necessary) will schedule a meeting with the Employer Representative within fourteen (14) working days of the meeting at Step 2. Prior to the meeting, pertinent information is gathered and commitment is made to attempt to resolve the matter at the joint meeting. If required, another meeting will be arranged as soon as possible to reach a resolution.
 - iv) **Step 4.** If the matter is not resolved at Step 3, the grieving party will have twenty-one (21) working days to refer the dispute to arbitration.
- 18.3 **Policy Grievance.** In the event a dispute is initiated by the Employer or the Union, the initiating party shall notify the other party, in writing, of the nature of the dispute and such notice shall be given within ten (10) working days of the circumstances giving rise to the dispute unless the parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, either party may refer the dispute to arbitration as set forth in Article 19.
- 18.4 **Abandonment.** Except as provided in Article 18.5 following, a grievance not advanced to the next step under Article 18.2, within the time limits specified shall be considered abandoned and all further recourse to the grievance procedure forfeited.
- 18.5 **Extension of Time Limits.** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 19 - ARBITRATION

- 19.1 **Arbitration Process.** Where a difference arises between the parties relating to dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, Corrin Bell, John Hall, Marguerite Jackson, Robert Pekeles, Vince Ready, or Chris Sullivan, shall at the request of either party:
- a) investigate the difference,
 - b) define the issue in the difference, and
 - c) make written recommendations which will be final and binding on the parties to resolve the difference,

January 1, 2020 to December 31, 2022

Within ten (10) working days of the date of receipt of the request and, for those ten (10) working days from that date, time does not run in respect of the grievance procedure.

The selection of an Arbitrator shall be by alphabetical order from the panel if available to act. The selection of an Arbitrator for the next arbitration shall commence with the next surname name in alphabetical sequence.

ARTICLE 20 - DURATION

This agreement shall be for the period from and including January 01, 2020 to and including December 31, 2022 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding December 31, 2022 or any subsequent anniversary date thereafter to:

- a) terminate this Agreement, in writing, effective December 31, 2022 or any subsequent anniversary thereto;
- b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- a) the Union gives notice of strike in compliance with the law;
- b) the Employer gives notice of lockout in compliance with the law.

The operation of Section 50 (2), (3) of the **BC Labour Relations Code** is hereby excluded.

SIGNED ON BEHALF OF
KOOTENAY SAVINGS CREDIT UNION
THIS ____ DAY OF _____ 2020

SIGNED ON BEHALF OF UNITED
STEELWORKERS, LOCALS 9705 & 1 - 405
THIS ____ DAY OF _____ 2020

Leanne Proulx

Kelly Carroll

Norma E. Cannon

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

APPENDIX "A" Travel Time Schedule

	Trail	Castlegar	Fruitvale	Salmo	Kaslo	Waneta	Nakusp	New Denver	South Slocan	Warfield	Kimberley	Invermere	Radium
Trail		30 km 30 mins	17 km 25 mins	47 km 45 mins	151 km 120 mins	7 km 10 mins	192 km 150 mins	142 km 120 mins	52 km 50 mins	4 km 5 mins	265 km 195 mins	370 km 285 mins	389 km 295 mins
Castlegar	30 km 30 mins		50 km 50 mins	50 km 50 mins	121 km 100 mins	37 km 40 mins	162 km 130 mins	112 km 90 mins	22 km 20 mins	34 km 35 mins	268 km 200 mins	373 km 290 mins	392 km 300 mins
Fruitvale	17 km 25 mins	50 km 50 mins		30 km 20 mins	134 km 110 mins	10 km 15 mins	192 km 150 mins	159 km 130 mins	69 km 65 mins	21 km 30 mins	248 km 180 mins	353 km 275 mins	372 km 285 mins
Salmo	47 km 45 mins	50 km 50 mins	30 km 20 mins		104 km 80 mins	40 km 35 mins	212 km 170 mins	162 km 130 mins	72 km 65 mins	51 km 50 mins	218 km 160 mins	323 km 250 mins	342 km 260 mins
Kaslo	151 km 120 mins	121 km 100 mins	134 km 110 mins	104 km 80 mins		144 km 115 mins	100 km 80 mins	50 km 50 mins	99 km 80 mins	155 km 125 mins	322 km 240 mins	427 km 330 mins	446 km 340 mins
Waneta	7 km 10 mins	37 km 40 mins	10 km 15 mins	40 km 35 mins	144 km 115 mins		199 km 155 mins	149 km 50 mins	59 km 60 mins	11 km 15 mins	258 km 190 mins	363 km 280 mins	382 km 290 mins
Nakusp	192 km 150 mins	162 km 130 mins	192 km 150 mins	212 km 170 mins	100 km 80 mins	199 km 155 mins		50 km 50 mins	140 km 115 mins	196 km 155 mins	430 km 320 mins	535 km 415 mins	554 km 425 mins
New Denver	142 km 120 mins	112 km 90 mins	159 km 130 mins	162 km 130 mins	50 km 50 mins	149 km 120 mins	50 km 50 mins		90 km 75 mins	146 km 125 mins	380 km 280 mins	485 km 375 mins	504 km 385 mins
South Slocan	52 km 50 mins	22 km 20 mins	69 km 65 mins	72 km 65 mins	99 km 80 mins	59 km 60 mins	140 km 115 mins	90 km 75 mins		56 km 55 mins	290 km 215 mins	395 km 305 mins	414 km 315 mins
Warfield	4 km 5 mins	34 km 35 mins	21 km 30 mins	51 km 50 mins	155 km 125 mins	11 km 15 mins	196 km 155 mins	146 km 125 mins	56 km 55 mins		269 km 200 mins	374 km 290 mins	393 km 300 mins
Kimberley	265 km 195 mins	268 km 200 mins	248 km 180 mins	218 km 160 mins	322 km 240 mins	258 km 190 mins	430 km 320 mins	380 km 280 mins	290 km 215 mins	269 km 200 mins		125 km 80 mins	144 km 90 mins
Invermere	370 km 285 mins	373 km 290 mins	353 km 275 mins	323 km 250 mins	427 km 330 mins	363 km 280 mins	535 km 415 mins	485 km 375 mins	395 km 305 mins	374 km 290 mins	125 km 80 mins		19 km 15 mins
Radium	389 km 295 mins	392 km 300 mins	372 km 285 mins	342 km 260 mins	446 km 340 mins	382 km 290 mins	425 km 315 mins	504 km 385 mins	414 km 315 mins	393 km 300 mins	144 km 90 mins	19 km 15 mins	

For the purpose of calculating travel time and not for the purpose of discipline.

January 1, 2020 to December 31, 2022

APPENDIX "B"
Procedures for Member Service Representative Balancing

OBJECTIVE:

To balance and leave at quitting time

If a Member Service Representative is not balanced at the end of his/her regular shift and is instructed by the Manager to stay and balance, then overtime rates come into effect for the Member Service Representative and those bargaining unit employees authorized to assist with balancing.

1. If not balanced, then cash is counted and the difference is looked for within the foregoing time frames.
2. If the difference is considered significant, then it may be looked for that evening. Otherwise, it will be done the next day.
3. Depending on individual branch circumstances, the Member Service Representative or Manager may look for the difference.
4. All differences are recorded on the blotter, not on personnel files, and those in excess of \$50.00 are reported to the Corporate Office for bonding purposes.
5. When the difference is located, then the record is amended accordingly.
6. A summation of the number and dollar amount of differences is included in the annual performance review.
7. If Member Service Representative differences are not discussed with the employee, then disciplinary action cannot be taken or held against the employee in any way in the future (i.e., job postings, recommendations for future employers).

January 1, 2020 to December 31, 2022

APPENDIX “C”
Position Distribution & Job Grades at June 2019

GRADE	POSITION
1	
2	<ul style="list-style-type: none"> • Member Service Representative • ATM & Cash Services Assistant/Casual Member Service Representative
3	<ul style="list-style-type: none"> • Member Relations Representative
4	<ul style="list-style-type: none"> • Centralized Administration Support Representative* • Deposit Service Representative • ATM & Cash Services Representative • Member Relations Advisor
5	<ul style="list-style-type: none"> • Facilities and Accounting Support Representative • Credit Support Representative • Commercial Credit Support & Collection Representative • Senior Member Service Representative • Member Solutions Advisor
6	<ul style="list-style-type: none"> • Deposit Service Advisor • Registered Plans and Estates Representative • Senior Commercial Credit Support Representative • Collections Representative II
7	<ul style="list-style-type: none"> • Administrator Commercial Credit • Financial Relations Advisor* • Collection Officer I • Quality Assurance Analyst I • Intermediate Accountant
8	<ul style="list-style-type: none"> • Financial Service Representative • Operations Analyst • Procedures Administration Representative
9	<ul style="list-style-type: none"> • Commercial Credit Analyst • Senior Registered Plans and Estates Representative
10	<ul style="list-style-type: none"> • Collection Officer II • Commercial Credit Services Analyst • Investment Specialist • Quality Assurance Analyst II • Senior Member Solutions Advisor*
11	<ul style="list-style-type: none"> • Programmer Analyst • Small Business Advisor • Financial Service Advisor
12	<ul style="list-style-type: none"> • Network Analyst • Client Support Analyst • Senior Programmer Analyst • Senior Accountant • Applications Analyst* • Centralized Underwriting Advisor*
13	<ul style="list-style-type: none"> • Senior Systems Administrator
14	<ul style="list-style-type: none"> • Systems Architect • Database Administrator • Senior Network Analyst
15	<ul style="list-style-type: none"> • For Future Use

* New/changed position that has not yet been jointly evaluated

January 1, 2020 to December 31, 2022

**APPENDIX "C"
KSCU SALARY SCALE**

EFFECTIVE JANUARY 1 2020 (2.0% Increase)

GRADE	START		12 MONTHS		24 MONTHS		36 MONTHS	
1	\$3,638	\$23.32	\$3,766	\$24.14	\$3,895	\$24.97	\$4,025	\$25.80
2	\$3,810	\$24.42	\$3,942	\$25.27	\$4,070	\$26.09	\$4,196	\$26.90
3	\$3,984	\$25.54	\$4,111	\$26.35	\$4,242	\$27.19	\$4,371	\$28.02
4	\$4,154	\$26.63	\$4,287	\$27.48	\$4,410	\$28.27	\$4,541	\$29.11
5	\$4,326	\$27.73	\$4,457	\$28.57	\$4,586	\$29.40	\$4,716	\$30.23
6	\$4,501	\$28.85	\$4,629	\$29.67	\$4,756	\$30.49	\$4,884	\$31.31
7	\$4,674	\$29.96	\$4,802	\$30.78	\$4,931	\$31.61	\$5,059	\$32.43
8	\$4,847	\$31.07	\$4,970	\$31.86	\$5,103	\$32.71	\$5,235	\$33.56
9	\$5,020	\$32.18	\$5,145	\$32.98	\$5,276	\$33.82	\$5,407	\$34.66
10	\$5,189	\$33.26	\$5,320	\$34.10	\$5,448	\$34.92	\$5,579	\$35.76
11	\$5,360	\$34.36	\$5,491	\$35.20	\$5,621	\$36.03	\$5,749	\$36.85
12	\$5,536	\$35.49	\$5,666	\$36.32	\$5,794	\$37.14	\$5,920	\$37.95
13	\$5,706	\$36.58	\$5,836	\$37.41	\$5,967	\$38.25	\$6,096	\$39.08
14	\$5,878	\$37.68	\$6,008	\$38.51	\$6,135	\$39.33	\$6,267	\$40.17
15	\$6,051	\$38.79	\$6,179	\$39.61	\$6,307	\$40.43	\$6,440	\$41.28

EFFECTIVE JANUARY 1 2021 (2.0% Increase)

GRADE	START		12 MONTHS		24 MONTHS		36 MONTHS	
1	\$3,711	\$23.79	\$3,841	\$24.62	\$3,973	\$25.47	\$4,106	\$26.32
2	\$3,886	\$24.91	\$4,022	\$25.78	\$4,151	\$26.61	\$4,281	\$27.44
3	\$4,064	\$26.05	\$4,193	\$26.88	\$4,326	\$27.73	\$4,458	\$28.58
4	\$4,237	\$27.16	\$4,373	\$28.03	\$4,499	\$28.84	\$4,632	\$29.69
5	\$4,412	\$28.28	\$4,546	\$29.14	\$4,678	\$29.99	\$4,809	\$30.83
6	\$4,591	\$29.43	\$4,721	\$30.26	\$4,852	\$31.10	\$4,983	\$31.94
7	\$4,767	\$30.56	\$4,898	\$31.40	\$5,029	\$32.24	\$5,160	\$33.08
8	\$4,944	\$31.69	\$5,070	\$32.50	\$5,204	\$33.36	\$5,340	\$34.23
9	\$5,120	\$32.82	\$5,248	\$33.64	\$5,382	\$34.50	\$5,515	\$35.35
10	\$5,293	\$33.93	\$5,426	\$34.78	\$5,557	\$35.62	\$5,691	\$36.48
11	\$5,468	\$35.05	\$5,600	\$35.90	\$5,733	\$36.75	\$5,864	\$37.59
12	\$5,647	\$36.20	\$5,780	\$37.05	\$5,909	\$37.88	\$6,039	\$38.71
13	\$5,820	\$37.31	\$5,953	\$38.16	\$6,087	\$39.02	\$6,218	\$39.86
14	\$5,995	\$38.43	\$6,128	\$39.28	\$6,259	\$40.12	\$6,391	\$40.97
15	\$6,173	\$39.57	\$6,302	\$40.40	\$6,433	\$41.24	\$6,569	\$42.11

January 1, 2020 to December 31, 2022

EFFECTIVE JANUARY 1 2022 (2.0% Increase)

GRADE	START		12 MONTHS		24 MONTHS		36 MONTHS	
1	\$3,786	\$24.27	\$3,917	\$25.11	\$4,053	\$25.98	\$4,189	\$26.85
2	\$3,964	\$25.41	\$4,103	\$26.30	\$4,234	\$27.14	\$4,366	\$27.99
3	\$4,145	\$26.57	\$4,278	\$27.42	\$4,412	\$28.28	\$4,547	\$29.15
4	\$4,321	\$27.70	\$4,460	\$28.59	\$4,590	\$29.42	\$4,724	\$30.28
5	\$4,501	\$28.85	\$4,636	\$29.72	\$4,772	\$30.59	\$4,906	\$31.45
6	\$4,683	\$30.02	\$4,816	\$30.87	\$4,948	\$31.72	\$5,082	\$32.58
7	\$4,863	\$31.17	\$4,997	\$32.03	\$5,129	\$32.88	\$5,263	\$33.74
8	\$5,042	\$32.32	\$5,171	\$33.15	\$5,309	\$34.03	\$5,446	\$34.91
9	\$5,223	\$33.48	\$5,352	\$34.31	\$5,490	\$35.19	\$5,625	\$36.06
10	\$5,399	\$34.61	\$5,535	\$35.48	\$5,667	\$36.33	\$5,805	\$37.21
11	\$5,577	\$35.75	\$5,713	\$36.62	\$5,848	\$37.49	\$5,981	\$38.34
12	\$5,760	\$36.92	\$5,895	\$37.79	\$6,028	\$38.64	\$6,159	\$39.48
13	\$5,937	\$38.06	\$6,072	\$38.92	\$6,209	\$39.80	\$6,343	\$40.66
14	\$6,115	\$39.20	\$6,251	\$40.07	\$6,384	\$40.92	\$6,519	\$41.79
15	\$6,296	\$40.36	\$6,429	\$41.21	\$6,561	\$42.06	\$6,700	\$42.95

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #1
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 - 405 (the "Union")

EARNED DAY OFF

Earned Day Off (EDO) is defined as employees foregoing up to one (1) hour of their lunch break per day in order to accrue one full day off within a one-month cycle.

1. All proposals must comply with the Collective Agreement, Employment Standards Act, Work Safe BC regulations, Kootenay Savings' security policies and Kootenay Savings' banking system availability.
2. Failure to live up to the terms of the proposal could result in its termination.
3. The arrangement is available to all employees in permanent full-time positions and is strictly voluntary.
4. Each proposal will be submitted by the incumbent to the manager and shall be considered individually and on its own merits. A copy of the proposal shall be forwarded to the Grievance Chairperson and the Human Resources Department. In cases where more than one proposal is submitted from one work group (i.e., member service), a rotation of this option will apply. It is agreed that the EDO option will not have any application during the months of July, August and September.
5. Employees submitting proposals should discuss possible impact on affected employees prior to submission.
6. EDO arrangements will be reviewed once per year by the manager, supervisor and incumbent.
7. An EDO will be comprised of any unused lunch break times, to a maximum of one (1) hour per day.
8. An EDO must be earned before taken, and taken within the cycle at a mutually agreed upon time.
9. Management reserves the right to cancel an EDO, but will then "owe" the incumbent a day to be taken at a mutually agreed upon time.
10. EDO arrangements will not be adversely affected by subsequent proposals.
11. Valid reasons shall be given in writing if any proposal is denied. However, every reasonable effort shall be made to accommodate the employee's request for an EDO.
12. Communication regarding denied proposals, terminations or problems that arise will be submitted to the Human Resources Department and the Union's Grievance Chairperson jointly to resolve.

January 1, 2020 to December 31, 2022

13. Except under extenuating circumstances, the manager shall make a decision within two weeks of receipt of the proposal and any accepted proposal shall be implemented with the following month's schedule.
14. If the cycle is broken by vacation, the cycle resumes upon return to work, subject to branch or departmental needs.
15. All statutory holidays, sick days and recognized leaves will not count for banking any time.
16. In situations where a full EDO has not been accrued during the normal cycle, management and the participant will provide an amicable solution (i.e., partial EDO taken or time made up within the cycle).
17. When it is necessary to replace an employee who takes a full EDO, then the manager will use its best efforts to provide a replacement so as to ensure member service needs are met.
18. The number of employees eligible to participate in each branch or department shall be determined based on operational requirements.
19. For the purpose of this Agreement, a cycle will be one month and accrued time off will not exceed one work day.
20. When an employee participating in this option successfully bids into another job, this arrangement will be terminated.
21. The employee concerned may terminate this arrangement upon written notice.
22. Specific EDO arrangements or this Letter of Understanding may be cancelled by either the Employer or the Union upon 30 days' written notice.
23. This decision is non-grievable.

**SIGNED THIS ____ DAY OF
 _____ 2020 ON BEHALF OF
 KOOTENAY SAVINGS CREDIT
 UNION**

 Leanne Proulx

 Kelly Carroll

 Norma E. Cannon

**SIGNED THIS ____ DAY OF
 _____ 2020 ON BEHALF OF
 UNITED STEELWORKERS, LOCALS
 9705 & 1 – 405**

 Dean Lott

 Ron McKenzie

 Grant Farquhar

 Brenda Bortolussi

 Lisa Shepherd

 Kylee Ablett

 Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #2
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 - 405 (the "Union")

JOB SHARING

1. There shall be no reduction in the number of full-time positions as result of the establishment of a job share arrangement or job share arrangements.
2. The number of job share arrangements per location may be limited.
3. Individual job share arrangements will be limited to employees in permanent positions at the time of the job share arrangement, but will be filled as per posting procedures outlined in the Collective Agreement
4. The position to be job shared will be maintained as a permanent, full-time position.
5. Each proposal will be submitted by the incumbent to the Manager and shall be considered individually and on its own merits. A copy of the proposal shall be forwarded to the Grievance Chairperson and the Human Resources Department. The Employer shall make every effort to accommodate the employees' request to job share.
6. Communications regarding denied proposals or problems that arise will be submitted to the Human Resources Department and the Union's Grievance Chairperson jointly to resolve. If the issues remain unresolved, the Union may refer the dispute to the grievance procedure.
7. Subject to Items 11, 23, 24, 25 and 27, all job share proposals must be for a minimum of one year, and each cycle can be no longer than two weeks. This means each partner must complete his/her agreed percentage of hours within the two-week period. An exception will be made once every year when one partner, upon agreement from the other, may take her vacation during a two-week period in which he/she is normally scheduled to work.
8. Once the proposal has been approved, the job share position will then be posted in all locations.
9. If a position becomes vacant as a result of the job share arrangement, that position will be posted as a temporary position.
10. The employee who fills the temporary position cannot bid into another temporary position, unless in accordance with the Collective Agreement provisions.
11. Each job share arrangement will have a 60-day working assessment period. Should an arrangement be considered unsuitable anytime up to the end of that period by either partner or the employer, the arrangement will be terminated. After the assessment period, the job share arrangement can be terminated by either partner or the Employer with 30 days' notice, due to unforeseen circumstances.

January 1, 2020 to December 31, 2022

12. Each job share arrangement will be reviewed once a year by the manager and the job share partners. If it is agreed by the parties that the job share arrangement should cease, an orderly transition from job share to traditional work arrangements will take place.
13. If required, the job share partners will have a maximum of two weeks to set up effective work guidelines that are suitable to the partners and the manager.
14. If training is required, it is the responsibility of the job share partners, in coordination with the manager, to conduct the training.
15. At the end of the two-week set up, the manager will evaluate the success of the training according to Kootenay Savings' standards. At that time, the manager will determine whether further training is required.
16. It is up to each job share partner to be informed about EI and CPP eligibility requirements prior to commencing the job share arrangement.
17. Job share partners' salaries will be prorated at their respective step in the salary grade of the job being shared.
18. Service accumulation for pension purposes will be prorated.
19. Benefit and Vacation Entitlement:
 - Benefits for job share partners will be prorated at 50% of a full-time employee's entitlement;
 - Regular and supplementary vacation and floating holiday pay and entitlement will be prorated at 50% of each employee's entitlements;
 - Statutory holidays will be paid at 4.2% of the employee's rate of pay.
20. Job share partners are not eligible to jointly apply for any other position.
21. Job share partners may bid for a posted permanent vacancy. Should a job share partner be successful in the job posting, the job share arrangement will cease.
22. The work schedule of a job share position must remain the same as if the position were not job shared.
23. If the job share arrangement ends because one partner leaves the job share position for any reason, the remaining employee shall return to the position held prior to the job share arrangement. This includes maternity leave and temporary positions.
24. If one partner is on sick leave longer than 119 days, the job share arrangement will be automatically terminated.
25. If the job share arrangement ends because one partner decides to opt out before the annual review date, each employee will return to his/her previous permanent position.

January 1, 2020 to December 31, 2022

26. Relief work for the job share position will be performed by the job share partner, for vacation purposes only. All other relief will be performed by the most senior cross-trained employee. If no relief is available, and only as a last resort, one job share partner will relieve in the full position if at all possible.

27. Job share arrangements will only be allowed on a 50/50 split basis.

Specific job share arrangements or this Letter of Understanding may be cancelled by either the Employer or the Union upon 30 days' written notice. Upon receipt of this notice, an orderly transition from job share to traditional work arrangements will take place. This decision is not grievable.

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION**

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405**

Leanne Proulx

Kelly Carroll

Norma E. Cannon

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

LETTER OF UNDERSTANDING #3
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 - 405 (the "Union")

FLEXIBLE HOURS OF WORK

Flexible Hours of Work are defined as employees changing the daily start and end times of their work day by up to one (1) hour in order to start earlier and leave earlier or start later and leave later, OR employees foregoing up to one half (1/2) hour of lunch breaks per day in order to shorten their daily work day. It is recognized that not all work arrangement options will be available to all work groups, and decisions will be based on member service needs and the internal requirements of the Credit Union. Where personnel do not directly interface with Credit Union members, the normal hours of work may be adjusted by mutual agreement in accordance with the following:

1. The employee concerned will submit a proposal to his/her manager outlining the nature of the request and providing assurance that internal requirements of the Credit Union are not adversely affected. A copy of the proposal will be forwarded to the Grievance Chairperson and the Human Resources Department.
2. The arrangement is available only to employees in permanent full-time positions, is strictly voluntary, and applications will be considered, subject to operational requirements.
3. The proposal will outline the proposed start times, quitting times, rest periods, lunch breaks, and duration of rest periods and lunch breaks, provided such variance is not in violation of the Collective Agreement, Employment Standards Act, Work Safe BC Regulations and KSCU security policies.
4. Where the proposal is agreed to by the manager, it is understood that the participating employee may terminate this arrangement upon written notice.
5. Specific Flexible Hours of Work arrangements or this Letter of Understanding may be cancelled by either the Employer or the Union upon 30 days' written notice.
6. This decision is non-grievable.
7. All currently approved Flexible Work arrangements as of December 31, 2010 will be maintained.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT UNION

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF UNITED
STEELWORKERS, LOCALS 9705 & 1 – 405

Leanne Proulx

Kelly Carroll

Norma E. Cannon

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #4
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 - 405 (the "Union")

CONTRACTING OUT

In the event that Kootenay Savings Credit Union is acquired by another financial institution, resulting in bargaining unit employees being transferred to a new employer, the parties agree that the Employer will not lay off employees as a result of contracting out bargaining unit work.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405

Dean Lott

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Grant Farquhar

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Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #5
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 - 405 (the "Union")

KIMBERLEY BRANCH VACATION SCHEDULING

The Employer agrees that best efforts will be made to adhere to the previous practice of vacation scheduling in the Kimberley Branch.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405

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Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #6
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

EMPLOYEE FILES

Routine request - employees will be allowed to view their employee files in the HR Department or other appointed location, in the presence of an HR Department employee or designate. Upon receiving the request, the Employer will provide the employee with access within five (5) working days.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405

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January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #7
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

IT DEPARTMENT ON CALL PREMIUM

When employees in the IT Department are on call the following shall apply:

1. The employee on call will be paid a premium of fifty-five dollars (\$55.00) for each day he/she is on call.
2. a) When the employee responds to any notification, whether it be a system generated alert, text message, email transmission or telephone call, they will be paid a call out as per article 6.6 (c) of the Collective Agreement only when there is a requirement to go into the office or when the time worked at home is greater than fifteen (15) minutes. When the employee works more than fifteen (15) minutes from home, all time worked will be included in the callout calculation.

b) If less than fifteen (15) minutes is worked from home, no call out or overtime will be paid.
3. The on call scheduling will be mutually arranged by the bargaining unit employees with final approval by IT department management. Employees involved in the on call schedule may switch days on call, as long as one of the employees involved in working on call is scheduled and available.
4. If the employee scheduled to work her/his normal on call rotation is unavailable due to any type of leave of absence, the remaining employee(s) agree to provide on call coverage in the following manner;
 - a) If two employees are available to provide on call service, the next employee scheduled in the rotation will assume responsibility for on call services. The two employees will work three weeks on call and three weeks off call for a maximum of two rotations.
 - b) If one employee is available to provide on call service, that employee will not be required to provide more than six weeks continuous on call coverage without having 6 weeks continuous relief from on call.
5. The employee who is scheduled on call will be available within a one hour radius of Trail's IT Center while on call. This radius will be reviewed on a regular basis to ensure service levels are not negatively impacted.
6. The employer agrees to review the on call needs at least one time annually.
7. The employer agrees that this premium referred to in #1 above will be effective January 1, 2009.

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF KOOTENAY SAVINGS
CREDIT UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF UNITED STEELWORKERS,
LOCALS 9705 & 1 – 405

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #8
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

TERM EMPLOYEES

WHEREAS the Parties recognize that the Credit Union is in a very competitive environment where all employees of the Credit Union strive to provide customer service beyond members' expectations;

AND WHEREAS there have been situations arising requiring immediate replacement of bargaining unit employees in the Credit Union branches for fixed periods of time and there are no qualified applicants readily available to enable the Credit Union to provide that level of service;

AND WHEREAS the Credit Union has attempted to fill these unforeseen vacancies created by the absence of branch employees by means the Job Posting provisions of Article 12;

AND WHEREAS in the past the Credit Union has hired retired former employees to fill such vacancies:

AND NOW THEREFORE the Parties agree that in the future:

1. Where the Credit Union has been unable to fill a temporary vacancy pursuant to Article 12, it may hire a former employee of the Credit Union who has retired (the "Retiree") and has the requisite qualifications and abilities for that vacant job.
2. The Retiree will fill a term of a fixed and determined period of time, not to exceed six months.
3. If the Retiree's term goes longer than three (3) months, the employer will endeavour to use the Retiree's skill, experience and knowledge to cross train another employee for that position.
4. Upon the earlier of the conclusion of the work required, or the expiration of the fixed term, the Retiree's employment ceases and he/she has no right to further work or right to be recalled for work. In the event of further need, the Credit Union may subsequently re-hire the Retiree, pursuant to the terms of this agreement.
5. The Retiree shall only be entitled to the benefits and/or entitlements set out in the collective agreement in Articles 3, 6, 7, 8, 9, 11, 16, 18 and 19.
6. The Retiree does not accrue seniority. The Retiree shall not be entitled to the seniority entitlement outlined under Article 14.1, paragraph 2.
7. During the term of the Retiree's employment, the Credit Union will deduct from the pay of the Retiree and remit to the applicable union the dues, fees and assessments as prescribed by the constitution of the union.

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF KOOTENAY SAVINGS
CREDIT UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF UNITED STEELWORKERS,
LOCALS 9705 & 1 – 405

Dean Lott

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Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #9
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

RETIREMENT ALLOWANCE

This Letter will confirm that effective January 1 2011 all Kootenay Savings Credit Union (KS) employees on payroll on or before March 8 2011 will be eligible for a retirement allowance on the following basis:

- The employee must be an active KS employee at the time of retirement.
- Employees who leave the employment of KS prior to reaching the age of 55 will not be eligible for this allowance.
- The allowance is payable after the age of 55, when the employee retires from KS or when the employee leaves KS and elects a deferred pension. If the employee passes away after the age of 55, the allowance will be calculated as if the employee had retired on that date.
- The allowance is payable directly to the employee, upon request, if the employee is over the age of 55 and has accrued at least 25 years of service since January 1 2011.
- The allowance will be calculated at date of payment on the following basis:
 - One (1) week of pay at the employee's salary at time of payment, multiplied by the employee's years of service after January 1 2011, to a maximum of twenty-five (25) weeks or to the age of 62, whichever occurs first.
- The allowance will be paid in a lump sum (less statutory deductions) and may be paid in a way that lawfully minimizes income tax considerations.
- In the event that the January 1 2010 changes that were made to the pension plan are subsequently restored to the pre-2010 levels, this allowance calculation will be reduced, from the date the change was restored, on the following basis:
 - Pension indexing restored - reduce calculation by 1.25 days per week per year of service
 - Normal retirement restored to age 60 - reduce calculation by 1.25 days per week per year of service
 - Early retirement actuarial reduction returned to 3% - reduce calculation by 1.25 days per week per year of service
 - Employee contributions reduced by 1.5% - reduce calculation by 1.25 days per week per year of service

January 1, 2020 to December 31, 2022

Further, to the extent that Vince Ready's award in the Pension Grievance which is currently before him provides for any financial damages arising from and including January 1 2011 and thereafter, the parties agree that this Letter of Intent shall take precedence and the award will have no financial force or effect after January 1 2011.

Resulting from the Vince Ready award the following is agreed upon:

- With respect to the present employees of KSCU who are members of the defined benefit plan as of January 1, 2011, we agree that the retiring allowance negotiated in 2011 will be payable for years of service after January 1, 2010 in accord with the following.
- The allowance will be calculated at date of payment on the following basis:
 - One (1) week of pay at the employee's salary at time of payment, multiplied by the employee's years of service after January 1 2010, to a maximum of twenty-six (26) weeks or to the age of 62, whichever occurs first.
 - The allowance is payable directly to the employee, upon request, if the employee is over the age of 55 and has accrued at least 26 years of service since January 1 2010.
- All other terms of the 2011 negotiated retirement allowance remain unchanged

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION**

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405**

Leanne Proulx

Kelly Carroll

Norma E. Cannon

Dean Lott

Ron McKenzie

Grant Farquhar

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Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #10
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

AMENDMENTS TO EXTENDED HEALTH BENEFITS

Effective January 1 2017, the following amendments will apply:

- **Vision Care** –maximum of \$300 per person every 24 months.
- **Paramedical Coverage** –maximum of \$500 per person per year for each paramedical benefit covered under the extended health plan*.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405

Leanne Proulx

Kelly Carroll

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Dean Lott

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Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #11
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

ARTICLE 10.3 PENSION PLAN

Currently, Kootenay Savings Credit Union (the Credit Union) and USW Locals 1-405 and 9705 (the Union) have language that is contained in the collective agreement that reads:

Employees Hired on or Before March 21, 2011. The Employer agrees to maintain, for the duration of this Agreement, the pension plan currently in effect, or its equivalent. If there are any changes to the plan, the Union will be advised.

The employer is concerned that possible changes to the Central 1 Pension Plan made by the plan trustees in the future could create a liability to Kootenay Savings Credit Union that is financially untenable.

Therefore, the two parties agree to the following:

If changes are instituted to the current pension plan that result in a reduction in pension income and create a liability to Kootenay Savings Credit Union, the Union agrees to meet with the Employer to resolve the issues surrounding the proposed changes by agreeing to a cap on Kootenay Savings Credit Union's liability. The cap will be based on Kootenay Savings Credit Union's ability to pay at that time, which will be defined by a minimum Return on Average Assets (ROAA) of .40% as reported through the FICOM Comparative Analysis Report (CAR) audited year end: Line: "Net Operating Income (Loss)". In the event that the ROAA is .40% or less, then Kootenay Savings Credit Union agrees to compensate up to an aggregate of \$200,000 annual actuarial expense.

Further, if changes are instituted to the current pension plan that result in a reduction in pension income and create a liability to Kootenay Savings Credit Union and should the Net Operating Income ROAA exceed .40% in a year during the term of this agreement, then Kootenay Savings Credit Union agrees to pay an annual actuarial expense not to exceed an aggregate amount of up to \$416,000 or such amount that would cause the ROAA to be less than .40%.

Furthermore, the two parties also agree that:

In the event of a merger or acquisition, the language contained in Article 10.3 a) in the current KSCU agreement will only apply as written to the following list of KSCU employees;

AlboSmith, Marisa	Hamilton, Kelly	Pearce, Nikkole
Babcock, Lisa	Harrison, Ford	Rogers, Barbara
Ballarin, Lynsey	Higgins, Cori	Savage, Lisa
Berglund, Olivia	Jackson, Aiko	Shepherd, Lisa
Bordin, Stephanie	Johnston, Colleen	Slubowski, Meagan
Bouillon, Rachelle	Jones, Courtenay	Smitheram, Katie
Briggeman, Crystal	Keus, Jessica	Sommer, Sharon

January 1, 2020 to December 31, 2022

Burke, Elizabeth	Kissock, Stacey	Stajduhar, Jessica
Burkert, Melinda	Koorbatoff, Tracy	Sutherland, Lisa
Burkhart, Sheila	Lapointe, Shelly	Taylor, Michelle
Burton, Maria	Laurie, Chanon	Thatcher, Janice
Cain, Angi	Lavigne, Lori	Titus, Suzanne
Carreiro, Adriana	Leslie, Shalaume	Trevison, Cheryl
Coleman, Christina	Lewin, Dianna	Varabioff, Anita
Conkin, Stacey	Livingston, Barbara	Verigin, Lora
Cromarty, Celena	Livingston, Donna	Walker, Jamie
Cupello, Sandra	MacKay, Carmela	Walker, Lisa
Daniels, Judy	Mackenzie, Colleen	Walker, Pam
Field, Debbie	Makortoff, Jeanette	Wasilenkoff, Christine
Fike, LeeAnn	Martini, Stacie	Watson, Clare
Fisher, Diana	Mason, Janet	Weekes, Sheila
Fitchett, Heidi	McLaren, Julie	Weldon, Courtney
Fulcher, Cathy	Moffat, Kyla	Whaley, Alita
Gibb, Amanda	Morris, Cara	Wheeler, Kim
Goyer, Gail	Morrison, Lana	Ziegrosserova, Vera
Green, Lisa	Olson, Cathleen	

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION**

Leanne Proulx

Kelly Carroll

Norma E. Cannon

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405**

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

LETTER OF UNDERSTANDING #12
by and between
KOOTENAY SAVINGS CREDIT UNION (the "Employer")
and
UNITED STEELWORKERS, LOCALS 9705 & 1 – 405 (the "Union")

FUTURE AMENDMENTS TO DEFINED BENEFIT PENSION PLAN

In the event that the BC Credit Union Employees' Pension Plan Trustees change the retirement age from 62 to 65 in the Defined Benefit Pension Plan effective January 1 2017, then for employees in the Defined Benefit Pension Plan hired on or before March 21, 2011, the following remedy will apply:

- a) One week of pay at the employee's salary at time of payment, multiplied by the employee's years of service after January 1 2010 to a maximum of 29 weeks or to the age of 65, whichever occurs first.
- b) The allowance is payable directly to the employee, on request, if the employee is over the age of 55 and has accrued at least 29 years of service since January 1 2010.
- c) All other terms of LOU#9 - Retirement Allowance - will apply.

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION

Leanne Proulx

Kelly Carroll

Norma E. Cannon

SIGNED THIS ____ DAY OF
_____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405

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Lisa Shepherd

Kylee Ablett

Amanda Gibb

LETTER OF UNDERSTANDING #13
By and between
KOOTENAY SAVINGS CREDIT UNION (the “Company”)
And
UNITED STEELWORKERS, LOCAL 9705 and 1-405 (the “Union”)

SCHEDULING OF MULTI-BRANCH PT MEMBER SERVICE REPRESENTATIVE ROLES

The parties agree to the following scheduling protocol for employees promoted or hired to fill the newly created permanent part-time multi-branch MSR coverage positions. The primary role of incumbents in these positions will be to ensure availability to provide both pre-scheduled and unscheduled coverage within a designated coverage region as follows:

Scheduling of Branch Hours:

1. For monthly pre-scheduled hours, incumbents in multi-branch positions are guaranteed the required minimum of 14 hours per week that entitles them to PT status & benefits. These hours will be shared between the branches within their coverage region.
2. All other monthly pre-scheduled hours will continue to be distributed equitably, as per current practice, in seniority order, amongst the existing PT MSRs in each branch.
3. For unscheduled coverage needs that arise during any given month, shifts will be offered in seniority order to part-time MSRs within their designated branches, including MSRs in the multi-branch roles.
4. If there are no part-time or multi-branch MSRs available when a coverage need arises in a particular branch, managers may reach out to HR to see if other PT or casual employees are available for extra hours.
5. Multi-branch MSRs also have the right to submit their names to HR for additional hours on days they are not scheduled within their coverage branches.

Scheduling of Vacation:

1. Multi-branch MSRs will submit vacation requests to managers in each location within their coverage region.
2. Vacation requests will be approved in status and seniority order, in accordance with vacation scheduling guidelines. Multi-branch employees will be included.
3. All vacation requests will continue to be approved or declined based on individual branch work group requirements and as per operational needs.

Either party to this agreement may choose to opt out of this agreement with 30 days' notice. In such case, the parties agree to meet and discuss scheduling challenges and potential resolutions.

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF KOOTENAY SAVINGS
CREDIT UNION

SIGNED THIS ____ DAY OF _____ 2020
ON BEHALF OF UNITED STEELWORKERS,
LOCALS 9705 & 1 – 405

Leanne Proulx

Kelly Carroll

Norma E. Cannon

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #14
By and between
KOOTENAY SAVINGS CREDIT UNION (the “Company”)
And
UNITED STEELWORKERS, LOCAL 9705 and 1-405 (the “Union”)

FINANCIAL SERVICE ADVISOR (FSA) PENSION ADJUSTMENTS

As a result of the June 2018 FSA Job Evaluation Arbitration award, a pension adjustment will be provided to compensate for the past employee and employer contributions that would have been made based on the higher salary that was awarded to the FSAs. These adjustments will be handled as follows, to avoid the re-issue of T4 slips and the re-filing of tax returns for the tax years 2014 to 2017.

Treatment of Pension for Defined Benefit (DB) Plan Members

This Letter of Agreement applies to the following FSAs in the Defined Benefit Pension Plan who are entitled to benefits as a result of the June 2018 arbitration award:

Adriana Carreiro	Amanda Gibb	Shalaume Leslie
Stacey Conkin	Gail Goyer	Julie McLaren
Celena Cromarty	Ford Harrison	Cathleen Miller
Sandra Cupello	Cori Higgins	Lisa Shepherd
Debbie Field	Jessica Keus	Clare M. Watson
Diana Fisher	Stacey Kissock	

For FSAs who work more than five years from January 1 2018 (the date upon which pension contributions were adjusted and remitted based on the higher rate of pay), there would be no negative impact to pension income because pension income is based on the best five of 10 years' income. As a result, FSAs will not be required to pay increased pension contributions for the retroactive period, nor will the Employer contributions be retroactively adjusted.

For FSAs (age 55 and up) in the DB plan who have retired or who choose to retire between January 1 2018 and December 31 2022, the Employer will work with Morneau Shepell to determine the impact to that individual's pension income, and the Employer will provide the equivalent amount in an RRSP. This amount will be actuarially calculated to ensure accuracy and to keep those employees whole. Employees who are now retired under the DB Plan are;

Laurie Filip	Colleen Mackenzie
Cheryl Trevison	

Treatment of Pension for Employees in Money Purchase (MP) Plan

This Letter of Agreement applies to the following FSAs in the Money Purchase Pension Plan who are entitled to benefits as a result of the June 2018 arbitration award:

Monika Hlookoff
Brenda Bortolussi

January 1, 2020 to December 31, 2022

Great West Life will calculate the amount of additional contributions/premiums that the Employer will need to make to compensate for market gains that these employees' MP plans would have made from October 20 2014 to December 31 2017. The Employer will provide this amount in an RRSP upon retirement. This amount will be actuarially calculated to ensure accuracy and to keep those employees whole.

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
KOOTENAY SAVINGS CREDIT
UNION**

Leanne Proulx

Kelly Carroll

Norma E. Cannon

**SIGNED THIS ____ DAY OF
____ 2020 ON BEHALF OF
UNITED STEELWORKERS, LOCALS
9705 & 1 – 405**

Dean Lott

Ron McKenzie

Grant Farquhar

Brenda Bortolussi

Lisa Shepherd

Kylee Ablett

Amanda Gibb

January 1, 2020 to December 31, 2022

LETTER OF UNDERSTANDING #15
Between
KOOTENAY SAVINGS CREDIT UNION
And
UNITED STEELWORKERS
Locals 9705 & 1-405

MEMBER SERVICE CENTRE
REMOTE AGENTS

This Letter of Understanding replaces the agreement between the parties, duly signed on June 15th and 29th, 2017

WHEREAS the Employer has produced data indicating that call volumes at the Member Service Centre originate 80% from unionized locations, and 20% from non-unionized locations;

AND WHEREAS the Employer requires flexibility to utilize capacity and talent from remote agents in both Union and non-union branches in order to support the Member Service Centre;

AND WHEREAS the Parties entered into an eighteen month agreement on the matter, duly signed by the Parties on June 15th and 29th, 2017, which expired on or about April 23, 2019;

THE PARTIES HEREBY AGREE:

1. Remote agents will be utilized from both Union and non-union branches provided the allocation of such agents remains as follows:
 - a. A minimum of 80% of such agents will be employees from unionized branches
 - b. A maximum of 20% of such agents will be employees from non-union branches
2. Positions added to bargaining unit locations will be bargaining unit positions. Positions added to non-union locations will be non-union positions.
3. Should qualified non-union applicants apply for positions in bargaining unit locations, they will be considered after all qualified applicants from within the bargaining unit and, if successful, they will become members of the bargaining unit.
4. Should qualified union applicants apply for positions in non-bargaining unit locations, they will be considered after all qualified applicants from non-union locations and, if successful, they will become excluded employees.
5. Should no qualified internal applicants apply for the positions posted in bargaining unit locations, such positions may be filled externally, but the positions will remain bargaining unit positions.

January 1, 2020 to December 31, 2022

6. Should no qualified internal applicants apply for the positions posted in non-union locations, they may be filled externally, but the positions will remain excluded positions.
7. When the Employer determines the need to utilize a remote agent, the position may be full-time, part-time or split with a Full-time existing position.
8. Should additional remote support be required for the MSC, the Employer will determine the placement of the remote position based on the capacity within the branches, qualified talent within the branches and the commitment to stay within the 80% union / 20% non-union FTE allocation agreement.
9. Should the Employer decide to close the MSC, the bumping language in Article 13 would apply to unionized employees.
10. The Employer agrees to provide the Union with the following data once per year:
 - a. Call volumes by location
 - b. Percentage of calls from union locations responded to by non-union workers
 - c. Number of hours worked per month by both union and non-union remote agents

**SIGNED THIS ____ DAY OF
 _____ 2020 ON BEHALF OF
 KOOTENAY SAVINGS CREDIT
 UNION**

 Leanne Proulx

 Kelly Carroll

 Norma E. Cannon

**SIGNED THIS ____ DAY OF
 _____ 2020 ON BEHALF OF
 UNITED STEELWORKERS, LOCALS
 9705 & 1 – 405**

 Dean Lott

 Ron McKenzie

 Grant Farquhar

 Brenda Bortolussi

 Lisa Shepherd

 Kylee Ablett

 Amanda Gibb

January 1, 2020 to December 31, 2022

December 4, 2019

Dean Lott
Staff Rep, United Steelworkers District 3
910 Portland Street
Trail BC V1R 3X7

Dear Dean:

ESU Commitments to Employees

At the request of the Employer's Bargaining Team, I offer the following information to confirm the employee commitments that have been made by the ESU Inaugural Board, should a merger of the six partner credit unions be approved by their respective membership. Most of these commitments have been shared with employees on previous occasions, and most were articulated in the attached Fact Sheet, which was made available to employees and members during member open houses in all branches on Credit Union Day – October 17 2019. I am reiterating the commitments that were shared with the Union's Bargaining Team on Thursday, November 7, which include:

- All employees will be offered continued employment in the new credit union
- Employee status will be maintained; for example, full-time employees will remain full time
- Employee wages will be at least equivalent to what employees earn today
- There will be no requirement for employees to relocate from where they live in order to continue working for the new credit union

To be clear, this commitment is from the inaugural board of Elevatus Credit Union to all employees of the six partner Credit Unions, and becomes effective if and when members vote to approve the merger. Should this merger not proceed for any reason, this letter would not apply to any future merger attempts.

Dean, please feel free to call if you have further questions.

Sincerely,



Brent Tremblay
President & Chief Executive Officer

attachment – Fall Open House Fact Sheet

Welcome to our Fall Open House

We'd love to tell you more about the proposed merger our credit union is considering with five other credit unions. Feel free to chat with your Board of Directors and senior management to share your thoughts and questions.

A Little Background

- ✓ A **collaborative conversation** among our peer credit unions in 2016 inspired us to explore the concept of a merger and the potential benefits for our members, employees and communities.
- ✓ Thorough analysis and a detailed business case show **favourable outcomes for members, employees and communities.**
- ✓ An **Information Guide** will be available soon to explain more about the potential to be better as one new credit union.

Member and Community Benefits

- ✓ **Continued local decision making** in all 22 communities served.
- ✓ **Pooled resources and expanded service offerings** to meet all of our members' financial needs for generations to come.
- ✓ **Support for the economic growth** of our communities with our commitment to their health and strength and by retaining good jobs within our communities.
- ✓ Expanding and **leveraging the power of partnerships** and subsidiaries that already exist between our credit unions.
- ✓ **Continued investment** in the form of donations, sponsorships, fundraising, volunteerism and grants back into our communities.

Employee Benefits

- ✓ **Continued employment for all employees** and wages that are at least equivalent to what employees earn today.
- ✓ **No requirement for employees to relocate** from where they live in order to continue working for the new credit union.
- ✓ **More training and professional development** opportunities and career paths

YOU GET THE FINAL SAY!

As member-owned credit unions, the proposed merger will be dependent on favourable member votes. We'll be sharing more information in the months to come.